Kane County
County Board
Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

Tuesday, May 12, 2026 **9:45 AM** **Auditorium**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **REMOTE ATTENDANCE REQUESTS**
4. **PLEDGE OF ALLEGIANCE & INVOCATION**
5. **APPROVAL OF MINUTES: April 14, 2026**
6. **PUBLIC COMMENT**
7. **CHAIRMAN'S COMMENTS**
   - **A.** TMP-26-440 Proclamation Recognizing May as Volunteer Appreciation Month in Kane County
   - **B.** **TMP-26-644** Proclaiming May 2026 Motorcycle Awareness Month
   - **C.** **TMP-26-650** Community Development Commission Appointments
8. **CONSENT AGENDA/OMNIBUS VOTE**

---------- **CONSENT AGENDA** ----------

American Rescue Plan

Resolution: 26-194 Approving First Amendment to Grant Agreement Number 44519924(29) Between the County of Kane and Fox Valley Hands of Hope

Resolution: 26-195 Approving First Amendment to Grant Agreement Number 44519924(13) Between the County of Kane and Fox Valley Hands of Hope

Resolution: 26-196 Approving First Amendment to Intergovernmental Agreement with Hampshire Township Road District

Resolution: 26-197 Approving First Amendment to the Memorandum of Understanding Between the Kane County Board and the Kane County Health Department

Resolution: 26-198 Authorizing the Re-Programming of State and Local Fiscal Recovery Funds in the Amount of $200,000 (Two Hundred Thousand Dollars) from the Kane County 16th Judicial Circuit Court Technology Modernization ARPA Project to the Kane County Building Management Department's Access Control ARPA Project

Resolution: 26-199 Authorizing the Re-Programming of State and Local Fiscal Recovery Funds in the Amount of $153,523 (One Hundred Fifty-Three Thousand Five Hundred Twenty-Three Dollars) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA Project to the Kane County State's Attorney's Office's Heightened Need for Felony Cases and Deferred Prosecution ARPA Project

Resolution: 26-200 Authorizing the Re-Programming of State and Local Fiscal Recovery Funds in the Amount of $29,599.16 (Twenty-Nine Thousand Five Hundred Ninety-Nine Dollars and Sixteen Cents) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA Project to the Kane County State's Attorney's Office's Heightened Need for Domestic Violence Deferred Prosecution ARPA Project

Resolution: 26-201 Authorizing the Re-Programming of State and Local Fiscal Recovery Funds in the Amount of $263,473.49 (Two Hundred Sixty-Three Thousand Four Hundred Seventy-Three Dollars and Forty-Nine Cents) from the Kane County 16th Judicial Circuit Court Technology Modernization ARPA Project to the Kane County Information Technology Department's KaneComm Microwave Radio for Mutual Aid ARPA Project

Administration

Resolution: 26-202 Ratifying an Emergency Purchase Affidavit to Purchase the Needed Material, Labor, and Supervision to Furnish and Install a Replacement Jack Assembly on the Passenger Elevator Located in Building A from Urban Elevator Services, LLC for the Building Management Department

Resolution: 26-203 Authorizing Additional Funds for Kane County's Adult Justice Center HVAC Pipe Chase and Related HVAC Improvement Projects with Hartwig Mechanical, Inc. (BID# 24-064-KK)

Resolution: 26-204 Authorizing a Contract Extension for Kane County Detention Door Maintenance and Repair Services with Valley Security Company for the Building Management Department (BID# 23-029)

Resolution: 26-205 Authorizing a Contract Renewal for Kane County Asbestos, Lead, and Mold Consultant Services with Midwest Environmental Consulting Services, Inc. for the Building Management Department (RFP# 22-011)

Resolution: 26-206 Authorizing an Agreement for Architect, Engineer & CMR Services Contracts with Wight & Company, Valdes Architecture & Engineering, Kluber Architects & Engineers, Wold Architects & Engineers, Gilbane Building Company, R.C. Wegman Construction Company, Interface Engineering, and Nurture Architects for the Building Management Department (RFP# 26-007-TK)

Resolution: 26-207 Authorizing a Contract Renewal for Kane County Janitorial Supplies with Warehouse Direct for the Building Management Department (BID# 22-018)

Resolution: 26-208 Authorizing Purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services for the Building Management Department (Contract# R240808)

Resolution: 26-209 Authorizing the Purchase of Digital Workspace Solutions with Toshiba Through OMNIA for the Information Technologies Department (Contract# R241204)

Resolution: 26-210 Authorizing Print Goods and Services with Xerox Through OMNIA for the Information Technologies Department (Contract# 2020002686)

Resolution: 26-211 Authorizing Print Goods and Services with Canon Through OMNIA for the Information Technologies Department (Contract# 2020002755)

Resolution: 26-212 Authorizing Purchase of Technology Solutions Products and Services from CivicPlus LLC for the Information Technologies Department (Contract# 220105)

Resolution: 26-213 Authorizing a Contract Extension for an Engineering Firm for the Mill Creek SSA with Hampton, Lenzini, and Renwick, Inc. (RFP# 23-016)

Agriculture

Resolution: 26-214 Authorizing the Expenditure of Funds and Execution of Deed of Agricultural Conservation Easement for Property Located on Winters Road, Virgil Township (Property Identification Numbers: 07-22-100-003 and 07-22-100-007) and All Related Documents for Closing as Part of the Kane County Agricultural Conservation Easement and Farmland Protection Program

Resolution: 26-215 Authorizing the Expenditure of Funds and Execution of Deed of Agricultural Conservation Easement for Property Located on Lasher Road, Kaneville Township (Property Identification Numbers: 10-34-300-008 and 10-34-400-001) and All Related Documents for Closing as Part of the Kane County Agricultural Conservation Easement and Farmland Protection Program

County Development

Resolution: 26-216 Adopting the Kane County Housing Readiness Action Plan

Resolution: 26-217 Approving a Contract Extension with Huddleston-McBride Services, LLC for FY-2026

Energy/Environmental

Resolution: 26-218 Authorizing a Contract with Sustained Ability Construction for Professional Services Related to Kane County Energy Audit and Rebate Program

Executive

Resolution: 26-219 Authorizing the Chief Judge to Award and Execute a Contract for the Kane County Courthouse Bench Project

Resolution: 26-220 Authorizing a Short-Term Extension for Access Control System Contracts with Alarm Detection Systems, INC. and Convergint Technologies for the Kane County Information Technologies Department due to Ongoing Projects (BID# 30-019)

Finance

Resolution: 26-221 Approving March 2026 Claims Paid

Resolution: 26-222 Approving Personal Expense Voucher Reimbursement Requests

Resolution: 26-223 Authorizing Interfund Loans for General Fund Account #001 and General Fund - Special Reserve Account #112

Resolution: 26-224 Authorizing Interfund Loans for Illinois Municipal Retirement Fund #110 and General Fund - Special Reserve Account #112

Resolution: 26-225 Authorizing Interfund Loans for FICA/Social Security Fund #111 and General Fund - Special Reserve Account #112

Resolution: 26-226 Directing the Use of the Consumer Price Index Increase in the County Budget Process as Addressed in the Kane County Board Fiscal Year 2027 Budget Policy

Ordinance: 26-227 Authorizing Fiscal Year 2027 Non-Union Cost-of-Living Wage Increase

Resolution: 26-228 Authorizing a Contract Extension for Countywide Bottled Water Delivery Service with BlueTriton Brands, Inc dba Primo Brands

Resolution: 26-229 Authorizing an Intergovernmental Agreement with Kendall County for Juvenile Detention Services

Resolution: 26-230 Authorizing Elimination of Housing and COC Program Manager Position and Creation of an Assistant Director of Planning & Information Management for the Kane County Health Department

Resolution: 26-231 Approving an FY26 Budget Adjustment for Motor Fuel Tax Fund #302, Motor Fuel Local Option Fund #304, Transportation Sales Tax Fund #305, and South Impact Fee Fund #560

Resolution: 26-232 Authorization to Enter into Annual Kane County Health Department Grant Agreements

Judicial/Public Safety

Resolution: 26-233 Granting the Kane County State's Attorney Authority to Enter into an Intergovernmental Agreement with Kendall County for Wellness Coordinator Services on Behalf of Kane County

Public Health

Resolution: 26-234 Authorizing Renewal of a Contract for Continuum of Care Support Services for 2026

Resolution: 26-235 Authorizing Intergovernmental Agreement Between the Kane County Continuum of Care and the Cities of Aurora and Elgin for 2026

Resolution: 26-236 Authorizing Agreement with the Illinois Department of Human Services for the Continuum of Care Capacity Building Grant for State Fiscal Year 2026

Transportation

Resolution: 26-237 Approving Motor Fuel Tax Appropriation for Kirk Road over Union Pacific Railroad Parcel No. 0003PE & 0003TE, Kane County Section No. 12-00192-04-BR

Resolution: 26-238 Reappropriating Funds and Amending Resolution No. 23-535 with HDR, Inc. for Montgomery Road at Howell Place Improvements, Kane County Section No. 23-00586-00-TL

Resolution: 26-239 Reappropriating Funds and Amending Resolution No. 23-72 with Peralte-Clark, LLC for Fabyan Parkway Intersection Improvements at Settlers Hill and Kingsland Drive, Kane County Section No. 21-00373-01-CH

Resolution: 26-240 Approving Adopt-A-Highway Applicants

Resolution: 26-241 Approving the Purchase of Paint Supplies for Roadway Markings for Kane County Division of Transportation

Resolution: 26-242 Approving a Road Improvement Impact Fee Credit Agreement Between the County of Kane and MIF Geneva Park-M, LLC & MIF Geneva Park-J, LLC

Resolution: 26-243 Approving the Kane County 5-Year FY2026-2030 Transportation Improvement Program (TIP)

Resolution: 26-244 Approving a Contract for Construction with SKC Construction, Inc. of West Dundee, Illinois for the 2026 Kane County PCC Crack Sealing Project, Kane County Section No. 26-00000-04-GM

Resolution: 26-245 Approving a Contract for Construction with SKC Construction, Inc. of West Dundee, Illinois for the 2026 Kane County HMA Crack Sealing Project, Kane County Section No. 26-00000-03-GM

Resolution: 26-246 Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2026 Kane County Resurfacing Project, Kane County Section No. 25-00591-00-RS

Resolution: 26-247 Approving a Contract for Reforestation with HGS, LLC dba RES Environmental Operating Company, LLC of Chicago, Illinois for the Reforestation at Brunner Family Forest Preserve Project, Kane County Section No. 25-00581-00-MS

Resolution: 26-248 Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2026 Blackberry Township Resurfacing Project, Section No. 26-04000-01-GM

Resolution: 26-249 Approving a Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2026 Burlington Township Resurfacing Project, Section No. 26-05000-01-GM

Resolution: 26-250 Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2026 Campton Township Resurfacing Project, Section No. 26-06000-01-GM

Resolution: 26-251 Approving a Contract for Construction with Geske and Sons, Inc. of Crystal Lake, Illinois for the 2026 Rutland Township Resurfacing Project, Section No. 26-13000-01-GM

Resolution: 26-252 Approving a Contract for Construction with A.C. Pavement Striping Co. of Elgin, Illinois for the 2026 Virgil Township Resurfacing Project, Section No. 26-16000-01-GM

----------END OF CONSENT AGENDA ----------

9. EXECUTIVE SESSION

A. Settlement of Claims

B. Pending, Probable, and Imminent Litigation

C. Appointment, Employment, Compensation, Discipline, Performance, and/or Dismissal of Specific Employees

10. OPEN SESSION

A. Vote on Settlement Approval in Case 17WC028724

B. Vote on Settlement Approval in Case 23WC018226

C. Resolution: 26-253 Authorizing Contract for Consultant Services to Provide an Operational Assessment for Kane Comm

11. ZONING PETITIONS

A. TMP-26-485 Petition # 4682 Petitioner: Jose Barajas and Anahi Tepox

12. RESOLUTIONS, ORDINANCES, AND OTHER SCHEDULED MATTERS

A. **Resolution:** 26-254 Approving County Board Personal Expense Voucher Reimbursement Request

B. **Resolution:** 26-255 Approving County Board Personal Expense Voucher Reimbursement Request

C. **Resolution:** 26-256 Authorizing Grand Victoria Riverboat Funding for Internal Projects for FY2027

D. **Ordinance:** 26-257 Amending Section 2-196(A) of the Kane County Code (Depositories for Funds of County Treasurer/Collector)

E. **Ordinance:** 26-258 Amending Chapter 2 (Administration), Article VI (Purchasing) of the Kane County Code to Establish Procedures for Disposition of County-Owned Surplus Real Property

F. **Resolution:** 26-259 Revision to the Kane County Financial Policies Regarding Mass Transit Sales Tax Allocation

G. **Resolution: 26-260** Approving the Site and Location of Declaration Square and the Placement of a Historical Marker and Liberty Tree to Honor Revolutionary War Patriots Buried in Kane County

13. NEW AND UNFINISHED BUSINESS

14. COMMITTEE UPDATES

15. ADJOURNMENT TO TUESDAY, JUNE 9, 2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PROCLAMATION NO. TMP-26-440

PROCLAMATION RECOGNIZING MAY AS VOLUNTEER APPRECIATION MONTH IN KANE COUNTY

PROCLAMATION RECOGNIZING MAY AS VOLUNTEER APPRECIATION MONTH IN KANE COUNTY

WHEREAS, volunteers throughout Kane County generously contribute their time, talent, and expertise to strengthen our communities and enhance the quality of life for all residents; and

WHEREAS, these individuals ask for neither recognition nor compensation, yet their selfless service merits our deepest respect and appreciation; and

WHEREAS, in fiscal year 2025, volunteers with the Kane County Office of Emergency Management contributed 14,221 hours of service to the County and its residents through emergency callouts, planned events, traffic control, search and rescue operations, and public education initiatives; and

WHEREAS, the value of this donated time is estimated at $487,638, significantly enhancing public safety efforts and allowing deputies, officers, firefighters, and other first responders to remain available for critical emergency response duties; and

WHEREAS, Kane County benefits immeasurably from the dedication and commitment of its volunteers, whose contributions make our communities safer, more resilient, and better prepared;

NOW, THEREFORE, BE IT PROCLAIMED by the Kane County Board that the month of May is hereby recognized as Volunteer Appreciation Month in Kane County, and that all residents are encouraged to join in expressing gratitude to those volunteers who selflessly serve our community.

_____

Corinne M. Pierog MA, MBA
Chairman, County Board Kane
County, Illinois

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PROCLAMATION NO. TMP-26-644

PROCLAIMING MAY 2026 MOTORCYCLE AWARENESS MONTH

PROCLAIMING MAY 2026 MOTORCYCLE AWARENESS MONTH

WHEREAS, safety is the highest priority for the highways and roadways of Kane County; and

WHEREAS, motorcycles are a primary, common, and economical means of transportation that reduce fuel consumption and road wear, and contribute in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the residents of Kane County be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of ABATE of Illinois, Inc. (A Brotherhood Aimed Toward Education) continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public throughout Kane County, presenting motorcycle awareness programs to over 120,000 participants over the past nine years; and

WHEREAS, motorcyclists have contributed extensive volunteerism and financial support to national and community charitable organizations; and

WHEREAS, according to the Illinois Secretary of State, in 2025 10,057 motorcycles are registered in Kane County, reflecting a significant and active riding community; and

WHEREAS, during the month of May, all roadway users are encouraged to unite in the safe sharing of roadways within Kane County;

NOW, THEREFORE, BE IT PROCLAIMED that the Kane County Board on behalf of the the residents of Kane County, in recognition of 39 years of ABATE of Illinois, Inc., and over 352,318 registered motorcyclists, and in recognition of the continued leadership in motorcycle safety, education, and awareness, DO HEREBY PROCLAIM THE MONTH OF MAY 2026 AS MOTORCYCLE AWARENESS MONTH in Kane County, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

_____

Corinne M. Pierog, MA, MBA
Kane County Board Chairman
Kane County, Illinois

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

APPOINTMENT NO. TMP-26-650

COMMUNITY DEVELOPMENT COMMISSION APPOINTMENTS

KANE COUNTY BOARD

Community Development Commission (CDBG)

APPOINTMENTS

May 12, 2026

Responsibilities:

- Assists the county in implementing the Community Development Block Grant Program, which is funded by the U.S. Department of Housing and Urban Development.
- Identifies priority housing and community development needs for inclusion in the county's Housing and Community Development Consolidated Plan.
- Reviews and recommends projects and activities for federal funding on an annual basis.

Composition: 15 volunteer members

5 County Board members, 5 municipal officials (from communities that participate in the Community Development Program), and 5 citizens are appointed by the Kane County Board Chairman and confirmed by the Kane County Board. All members have 3-year terms.

Reappointments

County Board:
Deborah Allan (Chair)
Mavis Bates
Bill Lenert
Michael Linder
Clifford Surges

Municipal:
John Skillman, President, Village of Carpentersville

Citizen:
Tom Armstrong (Elgin)
Bryan Barus (Batavia)

New Appointments

Citizen:
Kelly Burke (Geneva)
Sandy Kaczmarski (Elburn)
Emmanuel Miralrio (Carpentersville)

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-194

APPROVING FIRST AMENDMENT TO GRANT AGREEMENT NUMBER 44519924(29) BETWEEN THE COUNTY OF KANE AND FOX VALLEY HANDS OF HOPE

WHEREAS, by Resolution No. 24-434, the Kane County Board approved and authorized the Kane County Board Chairman to execute awards for competitive facilitation of support groups for individuals whose loved one is struggling in active addiction and individuals affected by overdose death and execution of grant agreement with FOX VALLEY HANDS OF HOPE as part of the efforts of the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of Kane County residents; and

WHEREAS, it is necessary to amend the Agreement with FOX VALLEY HANDS OF HOPE to update the budget table in Exhibit A to the Agreement; and

WHEREAS, the First Amendment to the Agreement, attached hereto, will not affect the total award amount awarded in Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of First Amendment to the Agreement with FOX VALLEY HANDS OF HOPE, attached hereto, and authorizes the Kane County Board Chairman to execute this First Amendment to the Agreement, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving First Amendment to Grant Agreement Number 44519924(29) Between the County of Kane and Fox Valley Hands of Hope

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

BY Resolution No. 24-434, the Kane County Board approved and authorized the Kane County Board Chairman to execute awards for competitive facilitation of support groups for individuals whose loved one is struggling in active addiction and individuals affected by overdose death and execution of grant agreement with FOX VALLEY HANDS OF HOPE as part of the efforts of the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of Kane County residents. It is necessary at this time to amend the Agreement with FOX VALLEY HANDS OF HOPE to update the budget table in Exhibit A to the Agreement.

FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND FOX VALLEY HANDS OF HOPE

This FIRST AMENDMENT TO GRANT AGREEMENT ("First Amendment") is entered into and made effective the date of its final execution ("Effective Date") by and between the COUNTY OF KANE ("County") and FOX VALLEY HANDS OF HOPE ("Grantee").

RECITALS

WHEREAS, County and Grantee entered into a Grant Agreement dated November 26, 2024 ("Agreement"), to distribute a portion of County's State and Local Fiscal Recovery Funds to Grantee to benefit the citizens of Kane County; and

WHEREAS, County and Grantee desire to amend the Agreement, pursuant to the terms and conditions of this First Amendment; and

WHEREAS, section I(G) of the Agreement provides that the Parties may amend the Agreement by a written instrument signed by both Parties.

NOW, THEREFORE, for in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows**:**

AGREEMENTS

Section 1. **Incorporation; Definitions**. The foregoing preamble and recitals, including all terms defined therein, are hereby incorporated, and deemed a part of this First Amendment by this reference. All capitalized terms used but not defined in this First Amendment will have the meanings as set forth in the Agreement.

Section 2. **Amendments to Agreement**. The Budget Table in "Exhibit A: Program Terms" in the Agreement shall be modified and replaced with the following table:

Expense Type	Description	Description of Expenses	Amount
Programmatic; Operational Expenses	Expenses related to the operation of behavioral health programs - may include costs associated with the operation of the programs that the County approved grant funding for; expenses related to the operation of the Grantee – may include non-C-suite payroll, contracted labor, and goods and services required for operation.	Volunteer training/support, print materials, marketing, resource & development; permanent clinical staff salaries/benefits, contracted clinicians, program coordinator salary/benefits.	$100,000.00
TOTAL			**$100,000.00**

Section 3. **Miscellaneous**.

(a) Continuing Effect. Except as specifically provided in this First Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall control.

(b) Headings. The headings, captions, and numbering system of this Second Amendment are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this First Amendment.

(c) Counterparts. This First Amendment may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. This First Amendment becomes effective only upon execution and delivery thereof by all the parties hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, County and Grantee have executed this First Amendment to the Agreement on the date last written below.

COUNTY OF KANE

BY:
PRINT NAME:
TITLE:
DATE:

FOX VALLEY HANDS OF HOPE

BY:
PRINT NAME:
TITLE:
DATE:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 24-434

AUTHORIZING AWARDS FOR COMPETITIVE FACILITATION OF SUPPORT GROUPS FOR INDIVIDUALS WHOSE LOVED ONE IS STRUGGLING IN ACTIVE ADDICTION AND INDIVIDUALS AFFECTED BY OVERDOSE DEATH AND EXECUTION OF GRANT AGREEMENTS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane will receive a total of $103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and has received its first payment in the amount of $51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents); and

WHEREAS, pursuant to ARPA, the County of Kane shall use the SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, , the COVID-19 pandemic has negatively impacted public health, including an increased strain on community mental health and social support resources; and

WHEREAS, SLFRF may be used to cover mental and behavioral health care and social support services, including costs associated with mental health treatment, substance misuse treatment, food pantries, homeless shelters and support, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention and services or outreach to promote access to behavioral health primary care; and

WHEREAS, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, the Kane County Board approved in Resolution 23-497 the allocation of $9,900,000 (Nine Million, Nine Hundred Thousand Dollars) of SLFRF to the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of residents; and

WHEREAS, as a part of that allocation, the Kane County Health Department desires to award grants to VNA Health Care, in the amount of $45,000 (Forty-Five Thousand Dollars), and to Fox Valley Hands of Hope, in the amount of $100,000 (One Hundred Thousand

Dollars), for the facilitation of support groups for individuals whose loved one is struggling in active addiction and individuals affected by overdose death.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to execute separate grant agreements with VNA Health Care in the amount of $45,000.00 (Forty-Five Thousand Dollars) and with Fox Valley Hands of Hope in the amount of $100,000.00(One Hundred Thousand Dollars), as documented in Exhibit A, to be distributed as reimbursements for eligible expenses incurred by the organizations, with the terms and conditions established pursuant to the template grant agreement attached as Exhibit B, with the final form of each agreement subject to the review of the Kane County State's Attorney's Office.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that County ARPA staff will take all necessary steps to ensure that expenses submitted for reimbursement from each entity are reviewed and verified and are consistent with the terms of the executed grant agreements and are in compliance with ARPA and all related rules and guidance issued by the United States Department of the Treasury, and any other Federal, State, and local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that ARPA Program staff will ensure that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further cooperate with the County Treasurer the payment and delivery of the reimbursement to the respective entities.

Passed by the Kane County Board on November 12, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Docusign Envelope ID: F37AAEE8-F94F-4E3C-A9C1-2816FC86C6DF

Unique Identifier: 44519924 (29)

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND FOX VALLEY HANDS OF HOPE

THIS AGREEMENT ("Agreement"), is entered into and made effective the date of its final execution ("Effective Date") by and between the County of Kane ("County"), and Fox Valley Hands of Hope ("Grantee"), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to Grantee. The County and Grantee shall sometimes be referred to collectively as the "Parties."

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

WHEREAS, to implement ARPA, the United States Department of the Treasury ("Treasury Department") published administrative regulations on May 17, 2021 (86 Fed. Reg. 26786) ("Interim Final Rule") and on January 27, 2022 (87 Fed. Reg. 4338) ("Final Rule"); and

WHEREAS, through ARPA, the Congress of the United States has appropriated funding, the Coronavirus State and Fiscal Recovery Funds ("SLFRF") to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number (FAIN) is SLFRP0243, the federal awarding agency is U.S. Department of Treasury and the Assistance Listing Number is 21.027; and

WHEREAS, the County qualified as an eligible unit of local government and received SLFRF on 05/18/2021; and

WHEREAS, a unit of local government may award grants consistent with the criteria of ARPA and the Final Rule; and

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), the County shall only use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; and

WHEREAS, ARPA provides that if the County fails to comply with 42 U.S.C §803(c), the County shall be required to repay to the Secretary of the Treasury Department an amount equal to the amount of funds used in violation of such subsection; and

WHEREAS, the purpose of this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

WHEREAS, this Agreement is intended to distribute a portion of the County's SLFRF award from the County to Grantee to benefit the citizens of Kane County.

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NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between the County and Grantee to implement programming associated with the COVID-19 public health emergency. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the SLFRF that the County intends to distribute to Grantee as grant payments.

A. **Compliance with Applicable Requirements:** This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), guidance issued by the Treasury Department, and all other applicable Federal laws and regulations. Based on Treasury Department guidance, as a subrecipient of County's SLFRF, Grantee is subject to 2 CFR Part 200, Subpart F, regarding audit requirements.

B. **Hold Harmless:** Grantee shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement. Grantee agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the grant funds.

C. **Indemnification:** Grantee shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Grantee and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of Grantee that such expenses which Grantee sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, Grantee agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. Grantee further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended SLFRF that the County disbursed to Grantee, including interest, attorney's fees, or any penalty provided by law. Grantee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Grantee is obligated to indemnify,

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defend and hold harmless the County under this Agreement. Grantee shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of Grantee's use of the grant payments by the Federal government. If the County determines that Grantee has used the grant payments inconsistent with the objectives of Grantee's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if Grantee has not spent the total amount of grant funds by the end of the period of performance, Grantee shall repay the amount identified by the County to: County of Kane.

D. Misrepresentations & Noncompliance: Grantee hereby asserts, certifies and reaffirms that all representations and other information contained in Grantee's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of Grantee's knowledge. Grantee acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. Grantee shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Grantee representation(s) or information untrue or incorrect or otherwise impair Grantee's ability to fulfill Grantee's obligations under this Agreement.

E. Workers' Compensation: Grantee shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

F. Insurance: Grantee shall carry sufficient insurance coverage to protect any grant funds provided to Grantee under this Agreement from loss due to theft, fraud and/or undue physical damage. Grantee's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, Grantee shall provide a Certificate of Insurance satisfactory to the requirement of the County. If Grantee is self-insured, then Grantee shall maintain excess coverage over and above its self-insured retention limits.

G. Amendments: This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. The Grantee agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

H. Suspension or Termination: The County may suspend or terminate this Agreement upon written notice if Grantee materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to

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herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;

- Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to Grantee under this Agreement; or
- Submission by Grantee to the County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this agreement.

I. Program Fraud & False or Fraudulent Statements or Related Acts: Grantee must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Grantee pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

L. Conflict of Interest: Where applicable, Grantee shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest

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in or a tangible personal benefit from a firm considered for a contract.

M. Term: This Agreement shall be effective on the Effective Date and shall expire on September 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by Grantee at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide Grantee with reimbursements for expenses beyond the Budget Period. Grantee may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the Agreement.

N. Eligible Expenses: Grantee shall spend funds on allowable costs, as described below. Grantee shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, Grantee is authorized to spend the grant funds only for the purposes set forth in **Exhibit A,** which is incorporated herein by reference. **Exhibit A** contains a description of the components of Grantee's program and the eligible uses of grant funds. Grantee agrees that the sole and exclusive decision as to whether or not Grantee's use of the grant funds is approved lies within the discretion of the County. Grantee acknowledges and agrees that the County may deny the use of grant funds which, in the discretion of the County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. The County's approval of this agreement does not guarantee that Grantee's use of the grant funds will ultimately be approved by the County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to the County.

O. Payments: The sole source of grant payments under this Agreement shall be from the County's SLFRF. The County shall not be obligated to fund Grantee from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Where applicable, Grantee will submit financial reports to support the payment schedule per the terms in **Exhibit A**. Grant funds shall not be used for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

P. Record Retention: Grantee shall maintain all financial records and supporting documents, and all other records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. Grantee agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Grantee is responsible for ensuring all contractors and vendors, if applicable, adhere to these record retention requirements.

Q. Internal Controls: Grantee must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, Grantee will provide reasonable assurance that the grant funds are being managed in compliance with Federal statutes, regulations, and the terms and

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conditions of the County's SLFRF award.

R. Specific Conditions: Where applicable, Grantee will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

S. Monitoring: County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. Where circumstances require the County to conduct monitoring consistent with 2 CFR Part 200, Grantee shall participate in monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by Grantee with the Agreement terms.

T. Reporting Procedures: Per Exhibit A, Grantee agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which grant funds are used or will be used under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. The County may also request that Grantee comply with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from Grantee.

U. FOIA: Grantee acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*. (West 2022)). Grantee shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

V. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. Grantee agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

County: Kane County American Rescue Plan Program Manager
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva Illinois, 60134

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Grantee: Fox Valley Hands of Hope
200 Whitfield Drive
Geneva, IL 60134

II. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER

The County's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION

Grantee certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. Grantee acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all SLFRF distributed under this Agreement. Grantee understands that the grant funds under this Agreement are supported by the Treasury Department Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of ARPA and the Final Rule. Grantee will comply with, and is subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: 44519924 (29)

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date through September 30, 2026

Budget Period: The timeframe for spending is from December 1, 2024 through September 30, 2026.

Award Amount: Total obligation under this Agreement is $100,000.00

Contact for Program: Submit inquiries and questions to KaneARPA@co.kane.il.us

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VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the grant funds to Grantee. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to Grantee.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Grantee. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of Grantee must be attached to the Agreement for review by Kane County. The following signatory on behalf of the County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Fox Valley Hands of Hope

Signed: DocuSigned by: [redacted]

Its Duly Authorized Agent

Printed Name: Jonathan Shively

Title: Executive Director

Date: 11/14/2024 | 8:21 AM PST

County of Kane

Signed: DocuSigned by: Corinne Pierog

Its Duly Authorized Agent

Printed Name: Corinne Pierog

Title: Kane County Board Chair

Date: 11/26/2024 | 2:51 PM CST

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Exhibit A: Program Terms

1. **Program Description:** In recognition of the devastating impact felt by local organizations with a demonstrated track-record of delivering humanitarian aid to Kane County residents, the Kane County Board has allocated a portion of its American Rescue Plan Act Fund for a Program aimed at supporting the behavioral health infrastructure of Kane County. The Program will provide funds to Fox Valley Hands of Hope to facilitate support groups for individuals whose loved one is struggling with active addiction and individuals affected by overdose death.

2. **Purpose of Award:** Fox Valley Hands of Hope will develop a group curriculum/process specifically for adult substance use death grievers based on their foundational approach to grief support groups. Primary groups will be time-limited (6-8 week sessions) and will also explore second level "maintenance/drop-in" groups as a post-primary resource. Additionally, the organization will explore the potential and need for youth/teen groups, and upon identification of need will develop age-appropriate supports. The organization will:

    - Begin with 3-6 months of curriculum development and training for staff and volunteers. Utilizing both our internal expertise and external resources, they will develop a plan for substance loss support groups for adults and assess the need for similar youth/teen services
    - Inform the community of the opportunity to participate in overdose loss support groups
    - During the development period, will run both in-person and virtual pilot groups (Q1 & Q2 2025)
    - Implement a regular schedule for support groups, offering no less than 4 group sessions annually (combined in-person and virtual).
    - Develop training resources for other professionals and community members seeking to understand and support the grief needs of survivors after an overdose death (Q3 2025)

    Specific support services and delivery methods will include:

    - Individual counseling – licensed professional
    - Family counseling – licensed professional
    - Adult support group specifically for substance use death survivors – peer-to- peer connecting with a trained facilitator
    - Development of Spanish-language resources as needed
    - Access to our ongoing support groups in consultation with staff
    - Access to our expressive arts, sound healing, and book club offerings
    - Access to family programs: Family Grief Circles, Family Forest Day, Grief Takes a Hike
    - Specialized training for our volunteers on grief related to substance use death
    - Training in grief support for other community agencies and businesses
    - Training in grief responses and direct support for first responders and substance prevention providers' grief after a client death
    - Maintain flexibility for new program development based on experience, learning, and client/participant needs

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3. **Eligible Costs:** Eligible costs under this Agreement are:

a. Operational Expenses:

- Expenses related to the operation of behavioral health programs, which may include costs associated with the operation of the programs that the County has approved grant funding for.

- Expenses related to the operation of Grantee, which may include non-C-suite payroll, contracted labor, staffing agencies, goods and services required for operation.

b. Rent/Mortgage:

- Rent and mortgage payments at locations where Grantee is serving Kane County clients. This does not include acquisition of real property.

Expense Type	Description	Description of Expenses	Amount
Programmatic Expenses	Expenses related to operation of behavioral health programs - may include costs associated with the operation of the programs that the County approved grant funding for.	Volunteer Training/support, Print materials, Marketing, Resource & development	**$10,000.00**
Operational Expenses	Expenses related to the operation of Grantee - may include non-C-suite payroll, contracted labor, goods and services required for operation.	Permanent clinical staff salaries/benefits, contracted clinicians, Program coordinator salary/benefits	**90,000.00**
TOTAL			**$100,000.00**

4. **Performance Measures:**

Evaluation of the impact of substance use death grief services will follow the pattern of all our program assessment and will rely primarily on self-reporting by clients and feedback from group leaders on the following:

1. emotional awareness
2. perceived well-being

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3. knowledge about grief
4. skills for responding to grief
5. the ability to self-seek support

- 100% of participants will report an improved knowledge of grief issues, coping strategies, stress management, and available community resources.
- 90% of participants involved in grief care will achieve an increased ability to cope with stress, resolve interpersonal issues, and find peace to move forward after loss.

The plan for collecting and reporting data include proven instruments and collection methods, including:

- Administering pre-service and post-service questionnaires, which assess the metrics described above. These surveys are managed via MHT's (Mental Health Technologies) online platform.
- Beginning in 2025 - will implement an annual survey of all current/recent clients to acquire additional longitudinal data
- Feedback from group leaders
- The data is reviewed, interpreted, and shared to strengthen programs, to report successes, and to inform grantors

The County may request additional information from Grantee as needed to measure performance under this Agreement.

5. **Required Reporting:**
   a. Programmatic reports: Programmatic reports will be made available to the Kane County Health Department as required.
   b. Financial reports: Financial reports will be made available to the County Department as required.
   c. Closeout reports: Grantee to provide County with a short presentation in regards to the project.
6. **Payment:** In accordance with the terms of this Agreement, the County will provide reimbursement to the Grantee to cover the eligible costs outlined in this Exhibit A. The Grantee will be required to present appropriate documentation to the County for eligible expenses.

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Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, Grantee shall comply with the following Specific Conditions under this Agreement: The County retains the right to institute specific conditions, as required.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-195

APPROVING FIRST AMENDMENT TO GRANT AGREEMENT NUMBER 44519924(13) BETWEEN THE COUNTY OF KANE AND FOX VALLEY HANDS OF HOPE

WHEREAS, by Resolution No. 24-350, the Kane County Board approved and authorized the Kane County Board Chairman to execute Behavioral Health System Improvement grant agreements with several organizations in Kane County, including the agreement with FOX VALLEY HANDS OF HOPE as part of the efforts of the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of Kane County residents; and

WHEREAS, it is necessary to amend the Agreement with FOX VALLEY HANDS OF HOPE to update the budget table in Exhibit A to the Agreement; and

WHEREAS, the First Amendment to the Agreement, attached hereto, will not affect the total award amount awarded in Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of First Amendment to the Agreement with FOX VALLEY HANDS OF HOPE, attached hereto, and authorizes the Kane County Board Chairman to execute this First Amendment to the Agreement, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving First Amendment to Grant Agreement Number 44519924(13) Between the County of Kane and Fox Valley Hands of Hope

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

BY Resolution No. 24-350, the Kane County Board approved and authorized the Kane County Board Chairman to execute Behavioral Health System Improvement grant agreements with several organizations in Kane County , including the agreement number 44519924(13) with FOX VALLEY HANDS OF HOPE as part of the efforts of the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of Kane County residents; It is necessary to amend the Agreement with FOX VALLEY HANDS OF HOPE to update the budget table in Exhibit A to the Agreement.

FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND FOX VALLEY HANDS OF HOPE

This FIRST AMENDMENT TO GRANT AGREEMENT ("First Amendment") is entered into and made effective the date of its final execution ("Effective Date") by and between the COUNTY OF KANE ("County") and FOX VALLEY HANDS OF HOPE ("Grantee").

RECITALS

WHEREAS, County and Grantee entered into a Grant Agreement dated September 25, 2024 ("Agreement"), to distribute a portion of County's State and Local Fiscal Recovery Funds to Grantee to benefit the citizens of Kane County; and

WHEREAS, County and Grantee desire to amend the Agreement, pursuant to the terms and conditions of this First Amendment; and

WHEREAS, section I(G) of the Agreement provides that the Parties may amend the Agreement by a written instrument signed by both Parties.

NOW, THEREFORE, for in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows**:**

AGREEMENTS

Section 1. **Incorporation; Definitions**. The foregoing preamble and recitals, including all terms defined therein, are hereby incorporated, and deemed a part of this First Amendment by this reference. All capitalized terms used but not defined in this First Amendment will have the meanings as set forth in the Agreement.

Section 2. **Amendments to Agreement**. The Budget Table in "Exhibit A: Program Terms" in the Agreement shall be modified and replaced with the following table:

Expense Type	Description	Description of Expenses	Amount
Operational Expenses	Expenses related to the operation of behavioral health programs, which may include costs associated with the operation of the programs that the County has approved grant funding for; expenses related to the operation of the Grantee, which may include non-C suite payroll, contracted labor such as staffing agencies, and good and services required for operation.	Adult program supplies, travel, volunteer development, marketing, wages, health insurance, life insurance, workers compensation, payroll taxes, technology fees, audit fees, 403(b) ER match, professional fees, staff development	$300,000.00
TOTAL			**$300,000.00**

Section 3. Miscellaneous.

(a) Continuing Effect. Except as specifically provided in this First Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall control.

(b) Headings. The headings, captions, and numbering system of this Second Amendment are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this First Amendment.

(c) Counterparts. This First Amendment may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. This First Amendment becomes effective only upon execution and delivery thereof by all the parties hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, County and Grantee have executed this First Amendment to the Agreement on the date last written below.

COUNTY OF KANE

BY:
PRINT NAME:
TITLE:
DATE:

FOX VALLEY HANDS OF HOPE

BY:
PRINT NAME:
TITLE:
DATE:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 24-350

AUTHORIZING AWARDS FOR BEHAVIORAL HEALTH SYSTEM IMPROVEMENT GRANTS AND THE EXECUTION OF BEHAVIORAL HEALTH SYSTEM IMPROVEMENT GRANT'S AGREEMENTS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, the Kane County Board approved in Resolution 23-497 the allocation of $9,975,000 (Nine Million, Nine Hundred Seventy-Five Thousand Dollars) of SLFRF to the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of residents; and

WHEREAS, as part of that allocation, the Kane County Health Department and the American Rescue Plan Program established parameters to use $5,393,575 (Five Million Three Hundred Ninety Three Thousand Five Hundred Seventy Five Dollars) of SLFRF as Behavioral Health System Improvement Grants via competitive notice of funding process (see Exhibit A), to be distributed as reimbursements for eligible expenses, which has been made available to organizations located in Kane County that are fully incorporated and operating by January 1, 2019, deliver services within Kane County, whose proposals for behavioral health system improvement were selected for funding by a competitive process; and

WHEREAS, the $5,393,575 (Five Million Three Hundred Ninety Three Thousand Five Hundred Seventy Five Dollars) is recommended to be awarded as competitive grants and distributed as reimbursements for eligible expenses between the following organizations in Kane County whose proposals scored highest for behavioral health system improvement in the competitive process: AID (2 projects), Boys and Girls Club, La Federación de Clubes Michoacanos en Illinois/FEDECMI dba Casas Michoacán, Ecker Center, Family Service Association of Greater Elgin, Family Counseling Services, Family Guidance Centers, Family Recovery Centers, Fox Valley Hands of Hope, Mathers Recovery, Mid-Valley Special Ed Co-Op, Mutual Ground, Suicide Prevention Services of America, The Start Program, Tri-City Family Services, VNA, Well Child Center, World Relief, and Youth Outlook (see Exhibit B).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to execute separate grant agreements with the organizations receiving awards, as set forth in Exhibit B, to be distributed as reimbursements for eligible expenses incurred by the organizations, with the terms established pursuant to the template grant agreement (not attached) as Exhibit C, and with the final form of each agreement to be reviewed by the State's Attorney's Office.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that County staff will take all necessary steps to ensure that expenses submitted for reimbursement from each organization are reviewed, verified, and are consistent with the terms of the executed grant agreements, and are in accordance with ARPA, the Final Rule, and all related guidance by the United States Department of the Treasury.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that ARP Program staff will ensure that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further coordinate with the County Treasurer the payment and delivery of the reimbursements to the respective organizations.

Passed by the Kane County Board on September 10, 2024

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Ex. B to #24-350

Exhibit B

Organization Name	Project	Funding Recommended
AID	Family Services Expansion	$128,980.00
AID	HER Enhancement	$276,500.00
Boys & Girls Club	Case Management	$300,000.00
La Federación de Clubes Michoacanos en Illinois/FEDECMI dba Casas Michoacán	Services Expansion	$300,000.00
Ecker	Supportive Employment Program	$300,000.00
Family Counseling Services	Collaborative Care	$300,000.00
Family Guidance Centers	Mobile Harm Reduction Outreach	$300,000.00
Family Recovery Centers	Strengthening Family Wellness: Increasing Access to innovative behavioral health services	$300,000.00
Family Services Assoc	U-46 School-Based MH Services	$300,000.00
Fox Valley Hands of Hope	Adult Program Operational Expenses	$300,000.00
Mathers Recovery	MH Services Expansion	$277,703.95
Mid-Valley Special Ed Co-op	SEL Support Plan	$80,000.00
Mutual Ground	High School Prevention for Suspended Students	$167,030.00
Suicide Prevention Services of America	Expanding Opportunity and Mission of SPSA	$298,806.00
The START Program	Behavioral Health Services for Victims of Violence	$298,756.00
Tri-City Family Services	Expansion of Services	$300,000.00
VNA	Expansion of BH and Opiate Use Disorder Services	$300,000.00
Well Child Center	Connections: Integration of Maternal Mental Health Support and Services into WIC	$265,799.00
World Relief	BH System Improvement Initiative	$300,000.00
Youth Outlook	LGBTQ+ Youth Services Expansion	$300,000.00
Total		$5,393,574.95

Docusign Envelope ID: 3592C781-F5F9-4AD2-9317-C57EE0BE71C3

Unique Identifier: [44519924 (13)]

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND FOX VALLEY HANDS OF HOPE

THIS AGREEMENT ("Agreement"), is entered into and made effective the date of its final execution ("Effective Date") by and between the County of Kane ("County"), and Fox Valley Hands of Hope ("Grantee"), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to Grantee. The County and Grantee shall sometimes be referred to collectively as the "Parties."

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

WHEREAS, to implement ARPA, the United States Department of the Treasury ("Treasury Department") published administrative regulations on May 17, 2021 (86 Fed. Reg. 26786) ("Interim Final Rule") and on January 27, 2022 (87 Fed. Reg. 4338) ("Final Rule"); and

WHEREAS, through ARPA, the Congress of the United States has appropriated funding, the Coronavirus State and Fiscal Recovery Funds ("SLFRF") to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number (FAIN) is SLFRP0243, the federal awarding agency is U.S. Department of Treasury and the Assistance Listing Number is 21.027; and

WHEREAS, the County qualified as an eligible unit of local government and received SLFRF on 05/18/2021; and

WHEREAS, a unit of local government may award grants consistent with the criteria of ARPA and the Final Rule; and

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), the County shall only use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; and

WHEREAS, ARPA provides that if the County fails to comply with 42 U.S.C §803(c), the County shall be required to repay to the Secretary of the Treasury Department an amount equal to the amount of funds used in violation of such subsection; and

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WHEREAS, the purpose of this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

WHEREAS, this Agreement is intended to distribute a portion of the County's SLFRF award from the County to Grantee to benefit the citizens of Kane County.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between the County and Grantee to implement programming associated with the COVID-19 public health emergency. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the SLFRF that the County intends to distribute to Grantee as grant payments.

A. **Compliance with Applicable Requirements:** This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), guidance issued by the Treasury Department, and all other applicable Federal laws and regulations. Based on Treasury Department guidance, as a subrecipient of County's SLFRF, Grantee is subject to 2 CFR Part 200, Subpart F, regarding audit requirements.

B. **Hold Harmless:** Grantee shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement. Grantee agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the grant funds.

C. **Indemnification:** Grantee shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Grantee and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of Grantee that such expenses which Grantee sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, Grantee agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its

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agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. Grantee further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended SLFRF that the County disbursed to Grantee, including interest, attorney's fees, or any penalty provided by law. Grantee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Grantee is obligated to indemnify, defend and hold harmless the County under this Agreement. Grantee shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of Grantee's use of the grant payments by the Federal government. If the County determines that Grantee has used the grant payments inconsistent with the objectives of Grantee's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if Grantee has not spent the total amount of grant funds by the end of the period of performance, Grantee shall repay the amount identified by the County to: County of Kane.

D. Misrepresentations & Noncompliance: Grantee hereby asserts, certifies and reaffirms that all representations and other information contained in Grantee's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of Grantee's knowledge. Grantee acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. Grantee shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Grantee representation(s) or information untrue or incorrect or otherwise impair Grantee's ability to fulfill Grantee's obligations under this Agreement.

E. Workers' Compensation: Grantee shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

F. Insurance: Grantee shall carry sufficient insurance coverage to protect any grant funds provided to Grantee under this Agreement from loss due to theft, fraud and/or undue physical damage. Grantee's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, Grantee shall provide a Certificate of Insurance satisfactory to the requirement of the County. If Grantee is self-insured, then Grantee shall maintain excess coverage over and above its self-insured retention limits.

G. Amendments: This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be

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undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. The Grantee agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

H. Suspension or Termination: The County may suspend or terminate this Agreement upon written notice if Grantee materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to Grantee under this Agreement; or
- Submission by Grantee to the County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this agreement.

I. Program Fraud & False or Fraudulent Statements or Related Acts: Grantee must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Grantee pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any

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claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

L. Conflict of Interest: Where applicable, Grantee shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

M. Term: This Agreement shall be effective on the Effective Date and shall expire on September 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by Grantee at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide Grantee with reimbursements for expenses beyond the Budget Period. Grantee may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the Agreement.

N. Eligible Expenses: Grantee shall spend funds on allowable costs, as described below. Grantee shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, Grantee is authorized to spend the grant funds only for the purposes set forth in **Exhibit A,** which is incorporated herein by reference. **Exhibit A** contains a description of the components of Grantee's program and the eligible uses of grant funds. Grantee agrees that the sole and exclusive decision as to whether or not Grantee's use of the grant funds is approved lies within the discretion of the County. Grantee acknowledges and agrees that the County may deny the use of grant funds which, in the discretion of the County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. The County's approval of this agreement does not guarantee that Grantee's use of the grant funds will ultimately be approved by the County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to the County.

O. Payments: The sole source of grant payments under this Agreement shall be from the County's SLFRF. The County shall not be obligated to fund Grantee from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Where applicable, Grantee will submit financial reports to support the payment schedule per the terms in **Exhibit A**. Grant funds shall

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not be used for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

P. **Record Retention:** Grantee shall maintain all financial records and supporting documents, and all other records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. Grantee agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Grantee is responsible for ensuring all contractors and vendors, if applicable, adhere to these record retention requirements.

Q. **Internal Controls:** Grantee must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, Grantee will provide reasonable assurance that the grant funds are being managed in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.

R. **Specific Conditions:** Where applicable, Grantee will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

S. **Monitoring:** County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. Where circumstances require the County to conduct monitoring consistent with 2 CFR Part 200, Grantee shall participate in monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by Grantee with the Agreement terms.

T. **Reporting Procedures:** Per Exhibit A, Grantee agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which grant funds are used or will be used under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. The County may also request that Grantee comply with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds

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from Grantee.

U. **FOIA:** Grantee acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*. (West 2022)). Grantee shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

V. **Notices:** Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. Grantee agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

County: Kane County American Rescue Plan Program Manager
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva Illinois, 60134

Grantee: Fox Valley Hands of Hope
200 Whitfield Drive
Geneva, IL 60134

II. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER

The County's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION

Grantee certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. Grantee acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all SLFRF distributed under this Agreement. Grantee understands that the grant funds under this Agreement are supported by the Treasury Department Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of ARPA and the Final Rule. Grantee

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will comply with, and is subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [44519924 (13)]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date through September 30, 2026

Budget Period: The timeframe for spending is from March 3, 2021 through September 30, 2026.

Award Amount: Total obligation under this Agreement is $300,000.00

Contact for Program: Submit inquiries and questions to KaneARPA@co.kane.il.us

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the grant funds to Grantee. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to Grantee.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Grantee. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of Grantee must be attached to the Agreement for review by Kane County. The following signatory on behalf of the County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Fox Valley Hands of Hope
Signed: DocuSigned by: 57CD6EBEAA68488...
Its Duly Authorized Agent
Printed Name: Jonathan Shively
Title: Executive Director
Date: 9/19/2024 | 9:18 AM PDT

County of Kane
Signed: DocuSigned by: Corinne Pierog 62B70EBB0142429...
Its Duly Authorized Agent
Printed Name: Corinne Pierog
Title: Kane County Board Chair
Date: 9/25/2024 | 2:51 PM CDT

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Exhibit A: Program Terms

1. **Program Description:** In recognition of the devastating impact felt by local organizations with a demonstrated track-record of delivering humanitarian aid to Kane County residents, the Kane County Board has allocated a portion of its American Rescue Plan Act Fund for a Program aimed at supporting the behavioral health infrastructure of Kane County. The Program will provide funds to a variety of local organizations to support the overall improvement of the behavioral health system in Kane County.

2. **Purpose of Award:** Fox Valley Hands of Hope seeks funding for their Adult Grief Services and the Operational Expenses of the organization. They offer individual support with a licensed clinician, individual support with a trained volunteer, group support, and grief education all at no-cost to the clients who attend the services. Funding will help enable programs without ever having to charge a client for care.

3. **Eligible Costs:** Eligible costs under this Agreement are:

   a. **Operational Expenses:**

   - Expenses related to the operation of behavioral health programs, which may include costs associated with the operation of the programs that the County has approved grant funding for.
   - Expenses related to the operation of Grantee, which may include non-C-suite payroll, contracted labor such as staffing agencies, and goods and services required for operation.

   b. **Rent/Mortgage:** Rent and mortgage payments at locations where Grantee is serving Kane County clients. This does not include acquisition of real property

Expense Type	Description	Amount
Operational Expenses	Adult program supplies, travel, volunteer development, marketing	$40,000
Operational Expenses	Wages, Health insurance, life insurance, workers comp, payroll taxes, technology fees, audit fees, 403 (b) ER match, professional fees, staff development	$260,000

4. **Payment:** Kane County will reimburse eligible expenses outlined in Exhibit A in accordance with the terms of this agreement. The Grantee will be required to present appropriate documentation to Kane County when requesting reimbursement for eligible expenses.

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5. **Performance Measures:** The County may request additional information from Grantee as needed to measure performance under this Agreement.

6. **Required Reporting:**

    a. Programmatic reports: Fox Valley Hands of Hope will meet with the Kane County Health Department representative and discuss quarterly meeting dates for programmatic updates on key performance indicators.

    b. Financial reports: Financial reports will be made available to the County as required.

    c. Closeout reports: Fox Valley Hands of Hope to provide County with a presentation or report in regards to the project. The closeout report shall include an accounting of all costs and expenses incurred through Fox Valley Hands of Hope's use of the grant funds and such other information as the County deems necessary to facilitate closeout of this agreement and permit the County to meet all of its obligations and requirements.

7. **Other Requirements:**

    a. **Participation in the Kane County Integrated Referral and Intake System (IRIS):** Fox Valley Hands of Hope must also participate in our Integrated Referral and Intake System (IRIS) as a referral partner. This requirement ensures a coordinated approach to service delivery and enhances our collective ability to meet the needs of the community effectively.

    b. **Communication/Branding:** The Kane County Health Department logo and one of the following grant acknowledgment statements must be included in any communications related to projects funded by this grant: "Funding for this project was provided by the Kane County Health Department" or "Funding for this project was provided in part by the Kane County Health Department".

Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, Grantee shall comply with the following Specific Conditions under this Agreement:

The County retains the right to impose specific conditions, as needed.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-196

APPROVING FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH HAMPSHIRE TOWNSHIP ROAD DISTRICT

WHEREAS, by Resolution No. 24-508, the Kane County Board approved and authorized the Kane County Board Chairman to execute an Intergovernmental Agreement with HAMPSHIRE TOWNSHIP ROAD DISTRICT for the MARNEY AND KELLY AND THE KELLEY OFF-SITE DRAINAGE projects; and

WHEREAS, it is necessary to amend the Agreement with HAMPSHIRE TOWNSHIP ROAD DISTRICT as follows:

(a) In Section V. SUBAWARD INFORMATION of the Agreement, the amount in the "Award Amount" line item is changed from $260,000 (Two Hundred Sixty Thousand Dollars) to $290,848.00 (Two Hundred Ninety Thousand Eight Hundred Forty-Eight Dollars).

(b) In Exhibit A: Program Terms to the Agreement, the reference to $260,000 (Two Hundred Sixty Thousand Dollars) in the "Eligible Costs" section is changed to $290,848.00 (Two Hundred Ninety Thousand Eight Hundred Forty-Eight Dollars).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of First Amendment to the Intergovernmental Agreement with HAMPSHIRE TOWNSHIP ROAD DISTRICT, attached hereto, and authorizes the Kane County Board Chairman to execute this First Amendment to the Intergovernmental Agreement, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on May 12, 2026.

_____ _____

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving First Amendment to Intergovernmental Agreement with Hampshire Township Road District

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

BY Resolution No. 24-508, the Kane County Board approved and authorized the Kane County Board Chairman to execute an Intergovernmental Agreement with HAMPSHIRE TOWNSHIP ROAD DISTRICT for the MARNEY AND KELLY AND THE KELLEY OFF-SITE DRAINAGE projects. This resolution is to approve First Amendment to the Intergovernmental Agreement with HAMPSHIRE TOWNSHIP ROAD DISTRICT, and authorizes the Kane County Board Chairman to execute this First Amendment to the Intergovernmental Agreement.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("First Amendment") is entered into and made effective the date of its final execution ("Effective Date") by and between the COUNTY OF KANE ("County") and the HAMPSHIRE TOWNSHIP ROAD DISTRICT ("Township"). In this First Amendment, Owner and Licensee may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement, dated December 16, 2024 ("Agreement"), to utilize a portion of County's State and Local Fiscal Recovery Funds to Grantee to benefit the citizens of Kane County; and

WHEREAS, the Parties desire to amend the Agreement, pursuant to the terms and conditions of this First Amendment; and

WHEREAS, section I(G) of the Agreement provides that the Parties may amend the Agreement by a written instrument signed by both Parties.

NOW, THEREFORE, for in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows**:**

AGREEMENTS

Section 1. **Incorporation; Definitions**. The foregoing preamble and recitals, including all terms defined therein, are hereby incorporated, and deemed a part of this First Amendment by this reference. All capitalized terms used but not defined in this First Amendment will have the meanings as set forth in the Agreement.

Section 2. **Amendments to Agreement**. The Agreement is hereby amended as follows:

(a) In **Section V. SUBAWARD INFORMATION** of the Agreement, the amount in the "Award Amount" line item is changed from $260,000 (Two Hundred Sixty Thousand Dollars) to $290,848.00 (Two Hundred Ninety Thousand Eight Hundred Forty-Eight Dollars).

(b) In **Exhibit A: Program Terms** to the Agreement, the reference to $260,000 (Two Hundred Sixty Thousand Dollars) in the "Eligible Costs" section is changed to $290,848.00 (Two Hundred Ninety Thousand Eight Hundred Forty-Eight Dollars).

Section 3. **Miscellaneous**.

(a) Continuing Effect. Except as specifically provided in this First Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall control.

(b) Entire Agreement. This First Amendment, and the Agreement as amended hereby, constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and communications, whether written or oral, between the Parties regarding such subject matter.

(c) Headings. The headings, captions, and numbering system of this Second Amendment are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this First Amendment.

(d) Counterparts. This First Amendment may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. This First Amendment becomes effective only upon execution and delivery thereof by all the parties hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, County and Township have executed this First Amendment to the Agreement on the date last written below.

COUNTY OF KANE

BY:
PRINT NAME:
TITLE:
DATE:

HAMPSHIRE TOWNSHIP ROAD DISTRICT

BY:
PRINT NAME:
TITLE:
DATE:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 24-508

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE HAMPSHIRE TOWNSHIP ROAD DISTRICT FOR THE MARNEY AND KELLEY AND THE KELLEY OFF-SITE DRAINAGE PROJECTS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to the economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) in State and Local Fiscal Recovery Funds ("SLFRF") from the United States Department of the Treasury pursuant to ARPA; and

WHEREAS, in Resolution 23-231, the Kane County Board authorized the use of $705,000 (Seven Hundred Five Thousand Dollars) of SLFRF to fund the "Drainage Cost Share Consultant and Capital Project" for the Kane County Environmental & Water Resources Department, for the purpose of making necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, through the Kane County Cost-Share Drainage program, the Kane County Environmental & Water Resources Department assists residents in unincorporated areas of Kane County with improvements to aid in solving stormwater and subsurface drainage problems; and

WHEREAS, as a part of allocation approved in Resolution 23-231, the Kane County Environmental & Water Resources Department desires to expend $260,000 (Two Hundred Sixty Thousand Dollars) to fund the Marney and Kelley and the Kelley Off-Site Drainage projects ("Projects"); and

WHEREAS, the Projects will involve grading and drainage on the north side of Kelley Road, including a drainage ditch on the Crown Development property to connect the Hampshire Meadows drainage infrastructure, approximately 500 (Five Hundred) linear feet of underdrain, relocation of utilities, traffic control and projection, approximately 1,100 (One Thousand One Hundred) linear feet of various size storm water pipe, replacement of driveway culverts on Marney Drive and Kelley Road as required, soil erosion and sediment control, landscaping, pavement repair and replacement, installation of triple culverts under Kelley Road, and regrading of ditches on Marney Drive and the south side of Kelley Road; and

WHEREAS, to carry out the Projects, it is necessary for the County of Kane to enter into an intergovernmental agreement with the Hampshire Township Road District, whereby the Hampshire Township Road District will implement and execute the Projects and the County of Kane will provide funding and technical assistance to the Hampshire Township

Road District; and

WHEREAS, a draft of the intergovernmental agreement with the Hampshire Township Road District is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approves of the attached intergovernmental agreement with the Hampshire Township Road District, and that the Kane County Board Chairman is hereby authorized to execute the attached intergovernmental agreement on behalf of the County of Kane, subject to the final review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Docusign Envelope ID: D4935869-6F06-4098-ADE2-F75EADD970F0

DATE: 12/16/2024 | 12:40 PM CST

Unique Identifier:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND HAMPSHIRE TOWNSHIP ROAD DISTRICT

THIS INTERGOVERNMENAL AGREEMENT ("Agreement"), is entered into and made effective the date of its final execution ("Effective Date") by and between the County of Kane ("County"), a body politic and corporate, organized and existing under the laws of the State of Illinois, and the Hampshire Township Road District ("Township"), a unit of local government organized and existing under the laws of the State of Illinois, and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by County to Township. County and Township, shall sometimes be referred to collectively as the "Parties."

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.) permits and encourages units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer, or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings; and

WHEREAS, County and Township are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

WHEREAS, to implement ARPA, the United States Department of the Treasury ("Treasury Department") published administrative regulations on May 17, 2021 (86 Fed. Reg. 26786) ("Interim Final Rule") and on January 27, 2022 (87 Fed. Reg. 4338) ("Final Rule"); and

WHEREAS, through ARPA, the Congress of the United States has appropriated funding, the Coronavirus State and Fiscal Recovery Funds ("SLFRF") to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number (FAIN) is SLFRP0243, the federal awarding agency is U.S. Department of Treasury and the Assistance Listing Number is 21.027; and

WHEREAS, County qualified as an eligible unit of local government and received SLFRF on 05/18/2021; and

WHEREAS, a unit of local government may award grants consistent with the criteria of ARPA and the Final Rule; and

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), County shall only

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use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; and

WHEREAS, ARPA provides that if County fails to comply with 42 U.S.C §803(c), then County shall be required to repay to the Secretary of the Treasury Department an amount equal to the amount of funds used in violation of such subsection; and

WHEREAS, this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

WHEREAS, this Agreement is intended to transfer a portion of County's SLFRF award for use by Township, for purposes that are consistent with ARPA, to benefit the citizens of Kane County.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between County and Township to implement programming associated with the COVID-19 public health emergency. Under this Agreement, County will provide funding and technical assistance to Township to complete the project as set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement and made a part hereof. Township will be responsible for project related decision making, implementation, execution, and completion. The following requirements are applicable to all activities undertaken pursuant to this Agreement with the portion of the SLFRF that County intends to distribute for this project.

A. **Incorporation and Construction**: All recitals set forth above are incorporated herein and made a party hereof.

B. **Compliance with Applicable Requirements:** This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations. Based on Treasury Department guidance, as a subrecipient of County's SLFRF, Township is subject to 2 CFR Part 200, Subpart F, regarding audit requirements.

C. **Indemnification:** Township agrees to defend, indemnify, and hold the County, its officers, agents, and employees harmless from any claims or causes of action, including

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attorney's fees incurred by the County, arising from the performance of this Agreement by Township, its officers, agents, or employees. In the event that the Treasury Department or any other entity authorized by law audits the County's disbursement of SLFRF and determines that the funds disbursed to Township were used for purposes other than those permitted under ARPA or Treasury Department regulations, Township agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, related to the disbursement of SLFRF to Township. Township expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should the Treasury Department penalize the County for any improper disbursement or expenditure of SLFRF under this Agreement.

D. Misrepresentations & Noncompliance: Township hereby asserts, certifies and reaffirms that all representations and other information contained in Township's documentation, any subsequent requests for reimbursement or expense, or any agreed-upon budget modifications are true, correct and complete, and to the best of Township's knowledge. Township acknowledges that all such representations and information have been relied on by County to provide the grant funds under this Agreement. Township shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Township's representation(s) or information untrue or incorrect or otherwise impair Township's ability to fulfill their under this Agreement.

E. Workers' Compensation: Township shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

F. Insurance: Township shall carry sufficient insurance coverage to protect any grant funds provided to Township under this Agreement from loss due to theft, fraud and/or undue physical damage. Such insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, Township shall provide a Certificate of Insurance satisfactory to the requirement of County. If Township is self-insured, then Township shall maintain excess coverage over and above its self-insured retention limits.

G. Amendments: This Agreement may be amended at any time only by a written instrument signed by the Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either any Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, then such modifications will be incorporated only by written amendment signed by the Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. Township agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

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H. Suspension or Termination: County may suspend or terminate this Agreement upon written notice if Township materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of Township to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to Township under this Agreement; or
- Submission by Township to County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this agreement.

I. Program Fraud & False or Fraudulent Statements or Related Acts: Township and must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Township Board pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

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L. **Conflict of Interest:** Township shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

M. **Term:** This Agreement shall be effective on the date of final execution and shall expire on October 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended at the end of the period of performance for this Agreement shall be returned to County within 30 (thirty) days. County is not obligated to provide any of County's SLFRF as payment or reimbursement for any invoices made or submitted beyond the Budget Period. Township may submit a request for extension in writing to County, which must be approved by the Kane County Board prior to the end of the Agreement.

N. **Eligible Expenses:** Grant funds shall only be used on allowable costs, and shall only be used in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future rules and guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, Township is authorized to use the grant funds only for the purposes set forth in **Exhibit A. Exhibit A** contains a description of the components of this program and the eligible uses of grant funds. Township agrees that the sole and exclusive decision as to whether or not Township's use of the grant funds is approved lies within the discretion of County. Township acknowledges and agrees that County may deny the use of grant funds which, in the discretion of County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. County's approval of this agreement does not guarantee that Township's use of the grant funds will ultimately be approved by County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to County of Kane.

O. **Payments:** Grant payments under this Agreement shall be from County's available SLFRF funds. County shall not be obligated to provide funding from any other source. County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Additional funding from County's Cost-Share Drainage fund may be provided by County to Township, subject to approval by the Kane County Board or its appropriately delegated committee. Township will submit financial reports to support the payment schedule per the terms in **Exhibit A**, and County will provide technical assistance to Township to allow for Township's submission of such reports. Grant funds awarded under this Agreement shall not be

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used for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

P. Record Retention: Township shall maintain all records and supporting documents, and all records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by County. Township agrees to cooperate with County and will ensure that it maintains such records to allow County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Township, with technical assistance provided by County, is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements,

Q. Internal Controls: Township must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by County, Township must provide reasonable assurance that the grant funds are being managed in compliance with Federal statutes, regulations, and the terms and conditions of County's SLFRF award.

R. Specific Conditions: Township will comply with any and all specific conditions established by County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

S. Monitoring: County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. Where circumstances require County to conduct monitoring consistent with 2 CFR Part 200, Township shall participate in monitoring activities at the request of County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon County's request, documents and information relevant to this Agreement. Where applicable, Township must monitor their activities to assure compliance with applicable State and Federal requirements and the terms and conditions of County's SLFRF award, and to assure its performance expectations are being achieved. County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by Township with the Agreement terms.

T. Reporting Procedures: Per Exhibit A, Township agrees to submit the forms, certifications, and documentation as may be required by County which document any expense for which grant funds are used or will be used under this Agreement. County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. County may also request that Township complies with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds

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from Township.

U. **FOIA:** Township acknowledges that County is a public body and agrees to participate with County in responding to any requests for information that County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*.). Township shall provide any documents requested by County in a timely fashion to allow County to comply with the requirements of the Freedom of Information Act.

V. **Notices:** Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. Township agrees to keep County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

County: Kane County American Rescue Plan Program Manager
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva Illinois, 60134

Township: Highway Commissioner
Hampshire Township Road District
100 Center St.
Hampshire Illinois 60140

II. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER

County's failure to act with respect to a breach by Township does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION

Township certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. Township acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all SLFRF distributed under this Agreement. Township understand that the grant funds under this Agreement are supported by the Treasury Department Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of ARPA and the Final Rule. Township

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will comply with, and are subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date, through October 30, 2026

Budget Period: The timeframe for spending is from Effective Date, through October 30, 2026

Award Amount: Total obligation under this Agreement is $260,000.00

Contact for Program: Submit inquiries and questions to KaneARPA@co.kane.il.us

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the grant funds to Township. This Agreement is subject to availability of funds under ARPA.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Township. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of Township must be attached to the Agreement for review by Kane County. The following signatory on behalf of County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Hampshire Township Road District:

Signed: Signed by: Dan Rowlett
Its Duly Authorized Agent
Printed Name: Dan Rowlett
Title: Highway Commissioner
Date: 12/11/2024 | 2:36 PM CST

County of Kane:

Signed: DocuSigned by: Corinne Pierog
Its Duly Authorized Agent
Printed Name: Corinne Pierog
Title: Kane County Board Chair
Date: 12/16/2024 | 12:40 PM CST

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Exhibit A: Program Terms

1. Program Description: The stormwater infrastructure projects titled Marney & Kelley and Kelley Off-Site will be constructed under this Agreement as part of the Kane County Cost-Share Drainage program. The scope may include but is not limited to: survey, engineering, legal, easements, permit fees, advertisement, procurement, staking, field observation and construction. County, through the Kane County Department of Environmental and Water Resources, will provide technical assistance to Township to finalize the design plans and easements, develop the procurement documents for Township, assist in bidding of the project and review of the bids received, develop and submit required permit applications and fees, provide staking and field observation, review and approve pay requests and change orders. County will assist Township with all required ARPA reporting and paperwork.

2. Purpose of Award: The Treasury Department allows for the transfer of State and Local Fiscal Recovery Funds to any entity to carry out as a subrecipient an eligible use of funds by the transferor, as long as the transferee complies with the Award Terms and conditions and other applicable requirements, including the Uniform Guidance. The purpose of this award is to provide funding for use by Township for eligible uses and programs under the American Rescue Plan Act.

3. Eligible Costs: The eligible costs may include all costs related to the engineering, design, procurement, construction and closeout of the stormwater infrastructure projects titled Marney & Kelley and Kelley Off-Site. The projects are described as follows: grading and drainage on the north side of Kelley Road including a drainage ditch on the Crown Development property to connect to the Hampshire Meadows drainage infrastructure, approximately 500 linear feet of underdrain, relocation of utilities, traffic control and projection, approximately 1,100 linear feet of various size stormwater pipe, replacement of driveway culverts on Marney and Kelley as required, soil erosion and sediment control, landscaping, pavement repair and replacement, installation of triple culverts under Kelley Road, regarding of ditches on Marney and the south side of Kelley. The estimated project cost and ARPA funds committed to the project are $260,000.00. All work in accordance with the final engineering plans and the Village of Hampshire review comments by Western Engineering/SilverEdge Consulting.

   County maintains sole and exclusive decision over whether costs submitted by Township are eligible for reimbursement or payment under this Agreement.

4. Performance Measures: County may request additional information from Township as needed to measure performance under this Agreement.

5. Required Reporting

   a. Programmatic reports: At County's request, Township will submit programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and Township's implementation of the Program or use of the grant funds.

   b. Financial reports: At County's request, Township will submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and Township's

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implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. Township's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this Agreement.

c. Closeout reports: Township shall describe the status of the implementation of the Program and all activities related to the use of the grant funds. The closeout report shall further include an accounting of all costs and expenses incurred through Township's use of the grant funds and such other information as County deems necessary to facilitate closeout of this Agreement and permit County to meet all of its obligations and requirements under the same.

6. Payment: The grant funds will be provided upon Township's submission of invoices for expenditures of eligible costs. Confirmation that Township has paid the vendors prior to submission and approval of invoices by County is not required. Invoices must be presented to County each month on a day to be determined by County. Township will submit with each invoice any forms or other documentation indicating Township's expenditures that are eligible costs under this Agreement. With technical assistance provided by County, Township will supply a quarterly report to County detailing Township's activities and use of grant funds pursuant to this Agreement.

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Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, Township shall comply with the following Specific Conditions under this Agreement:

County retains the right to impose specific conditions, as needed.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-197

APPROVING FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE KANE COUNTY BOARD AND THE KANE COUNTY HEALTH DEPARTMENT

WHEREAS, by Resolution No. 24-433, the Kane County Board authorized and directed the Kane County Board Chairman to execute a memorandum of understanding on behalf of the Kane County Board with multiple County departments and offices, to ensure that the County's SLFRF funds authorized for projects that fell within the Treasury Department's criteria and scope of FAQ 17.6 are fully obligated by December 31, 2024; and

WHEREAS, Resolution 24-433 included the execution of the Memorandum of Understanding between the Kane County Board and the County Public Health Department for the Addressing Behavioral Health Needs of Kane County Residents ARPA project; and

WHEREAS, Resolution 25-339 that reprogrammed SLFRF funds to the Kane County Public Health Department's Addressing Behavioral Health Needs of Kane County Residents ARPA project has remaining funds available in the amount of ($3,764.45); and

WHEREAS, the amount for the Bianca Gonzalez contract with the Public Health Department for training under the Addressing Behavioral Health Needs of Kane County Residents ARPA project has been reduced by Eight Thousand Two Hundred Thirty-Six Thousand and Twenty-Five Cents ($8,236.25); and

WHEREAS, the reprogrammed SLFRF available funds from resolution 25-339 and the reduced amount for the Bianca Gonzalez contract in the amount of $12,000.70 are to be re-directed to the County Public Health Department's Memorandum of Understanding; and

WHEREAS, the First Amendment to the Memorandum of Understanding between The Kane County Board and the Kane County Health Department will be amended as follows:

(a) In Exhibit B (Scope of Project), the Budget amount under the "Naloxone Dispensing Initiative" shall be increased by Nine Thousand Dollars ($9,000) from Eleven Thousand Five Hundred Dollars ($11,500.00) to Twenty Thousand Five Hundred Dollars ($20,500.00).

(b) In Exhibit B (Scope of Project), the Budget amount under the "General Operating Supplies for Kane County Health Department Behavioral Health Staff and Programs" shall be increased by Three Thousand Dollars and Seventy Cents ($3,000.70) from Sixty-Six Thousand Two Hundred Seventy-Eight Dollars ($66,278.00) to Sixty-Nine Thousand Two Hundred Seventy-Eight Dollars and Seventy Cents ($69,278.70).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of First Amendment to the Memorandum of Understanding between the Kane County Board and the Kane County Health Department, attached hereto, and authorizes the Kane County Board Chairman to execute this First Amendment to the Memorandum of Understanding, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving First Amendment to the Memorandum of Understanding Between the Kane County Board and the Kane County Health Department

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

The Kane County Board is approving the First Amendment to the Memorandum of Understanding between the Kane County Board and the Kane County Health Department, and authorizes the Kane County Board Chairman to execute this First Amendment to the Memorandum of Understanding, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE KANE COUNTY BOARD AND THE KANE COUNTY HEALTH DEPARTMENT

This FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("First Amendment") is entered into and made effective the date of its final execution ("Effective Date") by and between the KANE COUNTY BOARD ("County Board") and the Kane County Health Department ("Department/Office").

RECITALS

WHEREAS, the County Board and the Department/Office entered into a Memorandum of Understanding dated December 17, 2024 ("MOU"), to govern the use of the County of Kane's State and Local Fiscal Recovery Funds as authorized by the County Board in Resolution 23-497 and Resolution 24-433; and

WHEREAS, pursuant to Resolution 25-339, the County Board re-programmed State and Local Fiscal Recovery Funds to the Kane County Public Health Department's Addressing Behavioral Health Needs of Kane County Residents Project; and

WHEREAS, the County Board and the Department/Office desire to amend the MOU, pursuant to the terms and conditions of this First Amendment; and

WHEREAS, section 9 of the MOU provides that the Department/Office may submit a written request to the County Board, directed to the American Rescue Plan Program, for a budget reallocation; and

WHEREAS, section 11 of the MOU provides that the Parties may amend the MOU by a written instrument executed by both Parties.

NOW, THEREFORE, for in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows**:**

AGREEMENTS

Section 1. **Incorporation; Definitions**. The foregoing preamble and recitals, including all terms defined therein, are hereby incorporated, and deemed a part of this First Amendment by this reference. All capitalized terms used but not defined in this First Amendment will have the meanings as set forth in the MOU.

Section 2. **Amendments to MOU**. The MOU is hereby amended as follows:

(a) In Exhibit B (Scope of Project), the Budget amount under the "Naloxone Dispensing Initiative" shall be increased by Nine Thousand Dollars ($9,000) from Eleven Thousand Five Hundred Dollars ($11,500.00) to Twenty Thousand Five Hundred Dollars ($20,500.00).

(b) In Exhibit B (Scope of Project), the Budget amount under the "General Operating Supplies for Kane County Health Department Behavioral Health Staff and Programs" shall be increased by Three Thousand Dollars and Seventy Cents ($3,000.70) from Sixty-Six Thousand Two Hundred Seventy-Eight Dollars ($66,278.00) to Sixty-Nine Thousand Two Hundred Seventy-Eight Dollars and Seventy Cents ($69,278.70).

Section 3. Miscellaneous.

(a) Continuing Effect. Except as specifically provided in this First Amendment, the provisions of the MOU shall remain unchanged and in full force and effect. In the event of a conflict between the MOU and this First Amendment, this First Amendment shall control.

(b) Headings. The headings, captions, and numbering system of this Second Amendment are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this First Amendment.

(c) Counterparts. This First Amendment may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. This First Amendment becomes effective only upon execution and delivery thereof by all the parties hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the MOU on the date last written below.

KANE COUNTY BOARD

BY:
PRINT NAME:
TITLE:
DATE:

KANE COUNTY HEALTH DEPARTMENT

BY:
PRINT NAME:
TITLE:
DATE:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 24-433

AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDINGS FOR INTERNAL COUNTY AMERICAN RESCUE PLAN PROJECTS FUNDED BY STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) from the United States Department of the Treasury ("Treasury Department") through the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief in response to the economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, recipients of these State and Local Fiscal Recovery Funds ("SLFRF") must obligate all funds by December 31, 2024, and must expend all funds by December 31, 2026; and

WHEREAS, SLFRF recipients are required to return to the Treasury Department any SLFRF funds that have not been obligated by the obligation deadline of December 31, 2024; and

WHEREAS, the Treasury Department has defined the term "obligation" as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment"; and

WHEREAS, pursuant to Treasury Department guidance (see Coronavirus State and Local Fiscal Recovery Funds FAQ 17.6), a SLFRF recipient may enter into an interagency agreement or a memorandum of understanding between its departments and treat portions of SLFRF funds as obligated if the agreement or memorandum of understanding meets certain criteria; and

WHEREAS, to ensure that the County's SLFRF funds are fully obligated by the December 31, 2024, deadline, the following internal County projects fall within the criteria and scope of FAQ 17.6 and may be obligated through a memorandum of understanding: ARPA Administration Expenses (Resolutions: 21-419, 21-420, 21-519, 22-115, 22-351, 22-353, 23-01, 23-03, 23-184, 23-270, 23-351, 23-357, 24-80, 21-508, 22-317, 22-352, 22-411, 23-51, 23-138, 23-139, 23-273, 23-350, 23-390, 24-36, 24-255), Kane County Finance Department Staff Pay & Benefits (Resolutions: 22-349, 23-180, 24-138), Addressing Behavioral Health Needs of Kane County Residents (Resolution 23-497), Heightened Need: Domestic Violence and Deferred Prosecution(Resolution:23-141), Heightened Need: Felony Cases & Deferred Prosecution (Resolution: 23-279), Counseling Needs and Meeting Increased Demand For the Kane County Child Advocacy Center (Resolution: 23-388), Pre-Arrest Diversion & Equity Flexible Participant Funds (Resolution: 24-136); and

WHEREAS, the County Board has already approved of the use of SLFRF by resolution for each of these projects.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman is authorized and directed to execute a memorandum of understanding on behalf of the Kane County Board with the following County departments and offices before December 31, 2024, for the previously approved internal County ARPA projects, with the final form of each memorandum of understanding subject to the review and advisement of the Kane County State's Attorney's Office:

ARPA Administration, State's Attorney's Office, Kane County Public Health Department, Kane County Finance Department.

Passed by the Kane County Board on November 12, 2024.

John A. Cunningham, MBA, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 25-339

AUTHORIZING THE REPROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $25,450 (TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY DOLLARS) FROM THE KANE COUNTY INFORMATION TECHNOLOGIES DEPARTMENT'S 211 PHONE SYSTEM ARPA PROJECT TO THE KANE COUNTY PUBLIC HEALTH DEPARTMENT'S ADDRESSING BEHAVIORAL HEALTH NEEDS OF KANE COUNTY RESIDENTS ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 23-274, the Kane County Board authorized the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds (SLFRF) in the amount of $ 300,000 (Three Hundred Thousand Dollars) to be used for the 211 Phone System Project; and

WHEREAS, in 2025, the Kane County information Technologies Department's 211 Phone System project has been completed; and

WHEREAS, the completed 211 Phone System project has a remaining SLFRF amount of $80,000 (Eighty Thousand Dollars); and

WHEREAS, the American Rescue Plan Act (ARPA) Committee recommends reprogramming $ 25,450 (Twenty Five Thousand Four Hundred Fifty Dollars) from the Kane County Information Technologies Department's 211 Phone System ARPA project to the Kane County Public Health Department's Addressing Behavioral Health Needs of Kane County Residents ARPA project authorized in resolution 23-497, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the reprogramming of $ 25,450 (Twenty Five Thousand Four Hundred Fifty Dollars) from the Kane County Information Technologies Department's 211 Phone System ARPA project to the Kane County Public Health Department's Addressing Behavioral Health Needs of Kane County Residents ARPA project, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on October 14, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Training Series Project Support and Consulting Memorandum of Understanding (MOU)

Kane County Health Department

The Kane County Health Department (KCHD) via Kane County ARPA funding has retained Bianca Gonzalez, LCPC, as of January 1, 2025, to perform support services as follows:

1. Compensation and Term

The Kane County Health Department via Kane County ARPA funding hereby retains Bianca Gonzalez, LCPC, and Bianca Gonzalez, LCPC agrees to perform the following services:

- Consulting services as required to support the Kane County Behavioral Health Training Series for professionals and community members.
- Services will include, but are not limited to: researching and identifying presenters on designated topics for behavioral health professionals; contacting, meeting, and scheduling trainings with presenters at least three months in advance; assisting with promoting trainings; and hosting trainings via Zoom.

The following fees shall apply:

$55 per hour for services, 10 hours a month only to be exceeded with written notice from KCHD.

Work will be completed and term will be re-evaluated for possible extension by September 30, 2026.

2. Independent Contractor
Bianca Gonzalez, LCPC, acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Bianca Gonzalez, LCPC, shall not enter into any contract or commitment on behalf of KCHD. Bianca Gonzalez, LCPC, further acknowledges that it is not considered an affiliate or subsidiary of KCHD, and is not entitled to any KCHD employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

3. Warranties by Bianca Gonzalez, LCPC
Bianca Gonzalez, LCPC, represents and warrants to KCHD that she has the experience and ability to perform the services required by this Agreement; that she will perform said services in a professional, competent, and timely manner; that she has the power to enter into and perform this Agreement; and that her performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws.

4. Confidentiality
Bianca Gonzalez, LCPC, agrees to follow KCHD information security procedures. Bianca Gonzalez, LCPC, shall follow all rules related to HIPAA and Protected Health Information.

5. Office Rules
Bianca Gonzalez, LCPC, shall comply with all office rules and regulations, including security requirements, when on KCHD premises.

6. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

7. Default

Any delays in or failure of performance of either party shall not constitute a default under this Agreement or give any rise to claim for damages to the extent such delays or failures of performance are caused by circumstances beyond the reasonable control of the non-performing party, including but not limited to acts of God, fire, flood, explosion, war, deployment, strikes or other concerted work stoppages of labor or inability to obtain information, raw material, equipment or transportation.

The time for performance so delayed will be deemed extended for the period of the delay.

8. Laws

The Consultant agrees to comply with all applicable laws, regulations and guidelines of the State of Illinois and all political subdivisions thereof, and the Federal Government.

9. Term and Termination

This Agreement shall commence as of the last date signed below and continue until terminated by either party. Either party may terminate this Agreement at will.

IN WITNESS WHEREOF,
Bianca Gonzalez, LCPC, and KCHD have duly executed this Agreement as of the day and year first above written.

Bianca Gonzalez, LCPC

Name: Bianca Gonzalez

Signature: Bianca Gonzalez

Title: Consultant

Date: 11/12/2024

Kane County Health Department

Name: Michael Isaacson

Signature:

Title: Executive Director

Date: 11/8/2024

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MEMORANDUM OF UNDERSTANDING BETWEEN THE KANE COUNTY BOARD AND THE KANE COUNTY HEALTH DEPARTMENT

This memorandum of understanding ("MOU"), dated as of 12/17/2024 | 11:32 AM CST, is made by and between the Kane County Board ("COUNTY BOARD"), and the Kane County Health Department ("DEPARTMENT/OFFICE"). COUNTY BOARD and the Kane County Health Department are hereafter sometimes referred to individually as the "Party" and collectively known herein as the "Parties".

RECITALS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to the economic and public health impacts of the COVID-19 public health emergency; and

WHEREAS, the County of Kane received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) in State and Local Fiscal Recovery Funds ("SLFRF") from the United States Department of the Treasury ("Treasury Department") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative rules and regulations adopted by the Treasury Department, the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 public health emergency within Kane County, to negative economic impacts caused by the COVID-19 public health emergency, and to lay the foundation for a strong and equitable recovery from the COVID-19 public health emergency; and

WHEREAS, ARPA requires that SLFRF shall only be used to cover costs incurred by the metropolitan city, nonentitlement unit of local government, or county, by December 31, 2024; and

WHEREAS, Treasury Department rules and regulations provide that a cost shall be considered to have been incurred if the SLFRF recipient has incurred an obligation with respect to such cost by December 31, 2024; and

WHEREAS, the Treasury Department has defined the term "obligation" as an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment; and

WHEREAS, guidance from the Treasury Department provides that an interagency agreement, including an agreement in the form of a memorandum of understanding, may constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation, if the agreement satisfies certain conditions; and

WHEREAS, Treasury Department rules and regulations require the return of SLFRF funds that have been obligated by December 31, 2024, but not expended by December 31, 2026; and

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WHEREAS, by Resolution 23-497, the COUNTY BOARD allocated $9,975,000 (Nine Million, Nine Hundred Seventy-Five Thousand Dollars) of SLFRF to the Kane County Health Department for Addressing the Behavioral Health Needs of Kane County Residents for the purpose of responding to the public health and negative economic impacts of the COVID-19 pandemic; and

WHEREAS, the Parties have prepared this MOU to govern the use of SLFRF funds as authorized by the COUNTY BOARD in Resolution 24-433.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows**:**

SECTION 1. RECITALS. The recitals to this AGREEMENT are incorporated as though set forth fully herein.

SECTION 2. PURPOSE. The purpose of this MOU is to facilitate coordination between the COUNTY BOARD and the Kane County Health Department by establishing a good-faith foundation between the Parties and a process necessary for instances that constitute an obligation under Treasury Department regulations and guidance associated with SLFRF funding. This MOU is intended to govern the provision of SLFRF from the COUNTY BOARD to the Kane County Health Department. The COUNTY BOARD agrees to provide SLFRF funding, in the amount set forth herein, to the Kane County Health Department to facilitate the implementation and execution of the project approved by the COUNTY BOARD through Resolution 23-497 ("PROJECT"). Resolution 23-497 is attached here to and made a part of this MOU.

SECTION 3. SCOPE OF PROJECT. The Kane County Health Department shall implement the PROJECT, including any milestones and deliverables, as described in Exhibit B, which is attached hereto and made a part of this MOU. Failure to implement and execute the PROJECT consistent with the terms of this MOU and in a manner consistent with Exhibit A will result in termination of the PROJECT.

SECTION 4. TERM. This MOU is effective upon execution and shall expire on December 31, 2026, unless otherwise terminated pursuant to this MOU.

SECTION 5. TERMINATION. Prior to expiration, either party may terminate this MOU upon written notice to the other party. Upon termination, the parties hereto agree that all reports and supporting documentation required for the services rendered pursuant to this MOU shall be provided to the COUNTY BOARD. Any SLFRF funds advances to the Kane County Health Department for services not yet rendered shall be returned to the COUNTY BOARD immediately.

SECTION 6. FUNDING AMOUNT. The COUNTY BOARD shall provide funds to the Kane County Health Department for the PROJECT, in an amount not to exceed $947,377 for the term. Any expenses or costs incurred by the Kane County Health Department in excess of this amount shall be the sole responsibility of the Kane County Health Department.

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SECTION 7. ROLES AND RESPONSIBILITIES. To achieve the Parties' mutual desires, each party agrees to the following roles, responsibilities, and deliverables:

FOR COUNTY BOARD:

a. Maintain oversight of PROJECT to ensure compliance with ARPA and the corresponding rules and regulations.

b. Monitor and report on PROJECT progress to the Treasury Department through the American Rescue Plan Program.

c. Complete quarterly and annual reporting requirements under ARPA through the American Rescue Plan Program.

d. Provide programmatic guidance on compliance with ARPA and the federal requirements associated with the use of SLFRF funding through the American Rescue Plan Program.

e. Provide support to the Kane County Health Department in establishing a system for tracking any capital assets through disposition.

f. Provide support to the Kane County Health Department in establishing any agreements that are necessary for the expenditure of SLFRF funds.

FOR KANE COUNTY HEALTH DEPARTMENT:

a. Implement, execute, and complete the PROJECT as outlined in Exhibit B.

b. Provide supporting documents, information, and any corresponding reports as requested by the Treasury Department, the COUNTY BOARD, and appropriate County departments and offices to facilitate the County of Kane's compliance with ARPA requirements and to allow the County of Kane to meet its quarterly and annual reporting obligations and recordkeeping requirements under ARPA.

b. In a manner that is consistent with Illinois law, County ordinances, and applicable County policies and procedures, provide the COUNTY BOARD and the appropriate Kane County departments and offices with requests for payment of any expenses incurred, along with any required information and all relevant supporting documentation.

c. Manage and monitor any vendors for performance.

d. In consultation with the American Rescue Plan Program, track PROJECT progress to ensure that spending of all SLFRF funding is complete prior to December 31, 2026.

e. Cooperate with COUNTY BOARD on any procurement of goods and services to be paid for out of the SLFRF funding to ensure that procurement is carried out in compliance

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with federal requirements outlined in 2 CFR Part 200 and all applicable Illinois laws, County ordinance, and County policies and procedures.

SECTION 8. CORRECTIVE ACTION. The COUNTY BOARD may require the Kane County Health Department to take corrective action so the Kane County Health Department implementation and execution of the PROJECT is in compliance with federal, state, or local laws, regulations, or rules related to the use of SLFRF funding. Corrective action may be required for, but is not limited to, instances in which the Kane County Health Department: (a) fails to file a report or provide required information, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The COUNTY BOARD may require corrective action of the Kane County Health Department including, but not limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) PROJECT suspension, and (e) reduction or repayment of funding. If the Treasury Department determines that any of the funding obligated under this MOU has been used contrary to federal, state, or local laws, regulations, or rules related to the SLFRF funding, then the COUNTY BOARD may require the Kane County Health Department to repay the County of Kane for any costs associated with the recoupment of SLFRF funding associated with the PROGRAM.

SECTION 9. MODIFICATION. The Kane County Health Department may submit a written request to the COUNTY BOARD, directed to the American Rescue Plan Program, for a budget reallocation. The request should include an explanation for why a budget reallocation is needed. The request must include all required documentation to justify the need for a reallocation. All requests for modification are subject to COUNTY BOARD, unless otherwise delegated by the COUNTY BOARD. The Kane County Health Department may not expend the SLFRF funding under a reallocated project until such time they have received approval from the COUNTY BOARD.

SECTION 10. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, and Treasury Department guidance pertaining to the use of the SLFRF funds obligated under this MOU, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or guidance shall constitute a material breach of this MOU and shall entitle the COUNTY BOARD to terminate the MOU and the PROJECT.

SECTION 11. AMENDMENT. This MOU may only be amended or modified by a written instrument executed by both Parties.

SECTION 12. ENTIRE AGREEMENT. This MOU sets forth the entire understanding between the Parties with respect to the matters contemplated by this MOU and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

SECTION 13. GOVERNING LAW AND VENUE. This MOU shall be governed by the construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 16th Judicial Circuit Court in the State of Illinois.

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SECTION 14. SEVERABILITY. If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall, nevertheless, be in full force and effect.

SECTION 15. EXECUTION OF AGREEMENT. This MOU may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same MOU.

SECTION 16. PROHIBITED ACTIVITIES. Funds provided pursuant to this MOU shall not be used to provide a grant to another organization, for personal expenses, or to support - either directly or indirectly - a project or program outside of Kane County. The Kane County Health Department is prohibited from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

SECTION 17. HEADINGS. The headings contained in this MOU are for convenience of reference only, and do not define, describe, or limit the scope of this MOU or any of its provisions.

SECTION 18. AUTHORITY. The COUNTY and the Kane County Health Department each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this MOU, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU on the final date written below.

KANE COUNTY BOARD

DocuSigned by:
BY: Corinne Pierog
62B70EBB0142429...

PRINT NAME: Corinne Pierog

TITLE: Kane County Board Chair

DATE: 12/17/2024 | 11:32 AM CST

KANE COUNTY HEALTH DEPARTMENT

DocuSigned by:
BY: Michael Isaacson
5926A92E6CC64DD...

PRINT NAME: Michael Isaacson

TITLE: Executive Director

DATE: 12/10/2024 | 11:33 AM EST

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EXHIBIT A - RESOLUTION

STATE OF ILLINOIS)
SS.
COUNTY OF K.ANE)

RESOLUTION NO. 23-497

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND ADDRESSING BEHAVIORAL HEALTH NEEDS OF KANE COUNTY RESIDENTS FOR THE KANE COUNTY HEALTH DEPARTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (" RPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Health Department has made a request in the amount of $9,975,000 of SLFRF to fund Addressing the Behavioral Health Needs of Kane County Residents for the purpose of Responding to the public health and negative economic impacts of the COVID 19 pandemic and

WHEREAS, the mental health impact of the pandemic has been well documented. The National Institutes of Health point to a 2021 study which showed almost half of Americans reported recent symptoms of an anxiety or depressive disorder, with 10% reporting that their mental health needs were not being met. Rates of anxiety, depression, substance use, overdose, suicidal ideation, suicide all increased during the pandemic. In Kane County, suicide attempts have increased by 97% since before the pandemic and Kane County Coroner data shows a 16% increase in fatal overdoses from 2019 to 2021. Many stressors increased risk for all residents including: fear of illness death to individual or a loved one,

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uncertainty, change in routine, remote schooling, loss of care giver, social isolation and financial instability. *Data* from the CDC show young people were especially impacted with 37% of high school students reporting poor mental health and 44% reporting that they had feelings of sadness or hopelessness. Specific populations require unique interventions, so this project will address issues experienced differently by residents of different ages, races/ethnicities, socio-economic groups and orientations. and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Health Department's request for SLFRF for Addressing Behavioral Health Needs of Kane County' Residents for the purpose of responding to the public health and negative economic impacts of the COVID 19 pandemic and completed an assessment regarding the project's eligibility under section EC1 (Public Health), sub-categories 1.12 (Mental Health Services) and 1.13 (Substance Use Services)(see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of $9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of $9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following grant expenses be budgeted in:

	2024	2025	2026	Total Project
355.800.668110.40000 Salaries and Wages	$170,000	$210,000	$220,000	$600,000
355.800.668110.50150 Contractual/Consulting	$2,860,000	$3,160,000	$3,160,000	$9,180,000
355.800.668110.60010 Operating Supplies	$100,000	$50,000	$45,000	$195,000
	$3,130,000	$3,420,000	$3,425,000	$9,975,000

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File Number: 23-497

Passed by the Kane County Board on December 12 , 2023.

Jo ri A Cunningha m, MBA, J.D.
C erk, County Boa rd
Kane County, Illinois

Co rinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinoi s

Vote:

PASSED

Docusign Envelope ID: 41CE8A36-F172-4DCD-9932-5C24681FB5AB

EXHIBIT B - SCOPE OF PROJECT

Project Title:
Kane County Behavioral Health System Improvement Initiative

Project Summary:
The COVID-19 pandemic has had a profound and lasting impact on behavioral health, exacerbating mental health challenges, increasing substance use, and straining existing healthcare systems. This project aims to address these challenges by implementing targeted interventions, increasing access to services, and fostering collaboration among key stakeholders. By addressing the behavioral health needs arising from the pandemic, the project will focus on mitigating its negative effects, reducing stigma, and supporting individuals in achieving holistic well-being. The focus is on addressing gaps in behavioral health care by enhancing workforce development, establishing mechanisms to support unfunded needs, and implementing a unified communication framework. The bulk of the funds have been allocated to partner organizations through various competitive processes and KCHD behavioral health staff payroll. This MOU outlines the remainder of the funds to be allocated throughout the cost allowability period.

- **Naloxone Dispensing Initiative**
  - Objective: Enhance access to life-saving naloxone through the deployment of strategically placed dispensers, addressing increased opioid overdose risks exacerbated by the COVID-19 pandemic and fostering community recovery efforts. This initiative aims to empower communities with accessible harm reduction tools, reduce stigma, and strengthen collective recovery from the dual public health crises of COVID-19 and the opioid epidemic.
  - Key Deliverables:
    - Partner with various Kane County organization to place 11 Naloxone dispensers
    - Brand dispensers with KCHD logo and QR code to KCHD webpage that will provide instructions on how to administer naloxone, list local recovery/support resources, and provide information on crisis services.
  - Budget: $11,500 (operating supplies)
    - Purchase dispensers
    - each dispenser costs around $1000 + branding cost

- **Kane County Health Department Behavioral Health Training Series**
  - Objective: Enhance the knowledge, skills, and competencies of behavioral health providers in delivering effective, evidence-based care by offering a free, comprehensive training series for behavioral health providers and community members. This series aims to improve understanding of emerging trends, best practices, and practical tools for addressing the diverse needs of individuals and communities in behavioral health settings.
  - Key Deliverables:
    - Provide 21 live behavioral health provider trainings over 21 months (cost allowability period) to Kane County Providers at no cost to participants

Docusign Envelope ID: 41CE8A36-F172-4DCD-9932-5C24681FB5AB

        - Provide CEU credits for providers where applicable
        - Provide Spanish interpretation for trainings
        - Participant feedback collected
    - Budget: $11,550 for speaker reimbursement and simultaneous Spanish interpretation for each training.

- **Kane County AOK Network Family Resource Guides (printing)**
    - Objective: The COVID-19 pandemic has left lasting impacts on Kane County residents. The AOK Resource guide is a pocket-sized directory of organizations that serve Kane County residents in a variety of ways including behavioral health, career training, childcare access, financial assistance and more. This guide allows residents to increase their awareness of and access essential supports when needed. Over 10,000 guides are distributed to organizations and residents each year.
    - Key Deliverables:
        - Print and distribute 30,000 guides throughout Kane County during the cost allowability period (2024 guides have been billed and distributed)
    - Budget: $7,437.00 (operating supplies)
    - Mechanism: Printing costs (best of 3 quotes)

- **General Operating Supplies for Kane County Health department behavioral health staff and programs**
    - Objective: Ensure that staff and programs associated with the Kane County Behavioral Health Improvement Initiative are equipped with the tools, technology, and supplies needed to successfully implement projects.
    - Budget: $66,278 over cost allowability period to cover general operating supplies including, but not limited to:
        - Purchase and/or repair of office equipment and technology essential for job duties (software solutions, computers, laptops, phones, printers, etc.)
        - Office supplies essential for job duties (paper, writing utensils, training materials, etc.)
        - Supplies for community and/or partner behavioral health events (food and beverage, paper goods, utensils, decorations, etc.)
        - Supplies for behavioral health space (furniture, lighting, sound machines, children's activities, etc.)
        - Printing (promotional materials, communications, educational materials, etc.)
        - Visa Gift Card incentives for participating physicians
          40 participants x $400 + $278 (service fee/card) under the Increasing Access to Medication Assisted Treatment for Opioid Use Disorder Initiative

- **Kane County Health Department Behavioral Health System Improvement Initiatives Staff**

  Projected payroll expenses 11/25/24-11/30/26 (salary/hourly, fringes, PEV)

Docusign Envelope ID: 41CE8A36-F172-4DCD-9932-5C24681FB5AB

Position #	Position Title	Expense
958012148	Children's Mental Health Program Manager	$187,412
958012192	Clinical Manager for Behavioral Health	$200,000
958012191	Community Case Manager	$163,000
Pending-new	Fatality Review Program Manager	$185,000
958016185	Public Health Intern_Behavioral Health	$38,400
958016186	Public Health Intern_Behavioral Health	$38,400
958016187	Public Health Intern_Health Promotions	$38,400

Docusign Envelope ID: 41CE8A36-F172-4DCD-9932-5C24681FB5AB

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-198

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $200,000 (TWO HUNDRED THOUSAND DOLLARS) FROM THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT TECHNOLOGY MODERNIZATION ARPA PROJECT TO THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT'S ACCESS CONTROL ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolutions 22-79 and 25-104, the Kane County Board authorized $3,075,862.66 (Three Million Seventy-Five Thousand Eight Hundred Sixty-Two Dollars and Sixty-Six Cents) in State and Local Fiscal Recovery Funds for the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project; and

WHEREAS, the Judicial Technology Modernization ARPA project is being completed under budget; and

WHEREAS, the American rescue Plan Act (ARPA) Committee recommends re-programming $200,000 (Two Hundred Thousand Dollars) from the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to the Kane County Building Management Department's Access Control ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes re-programming $200,000 (Two Hundred Thousand Dollars) from the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to the Kane County Building Management Department's Access Control ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $200,000 (TWO HUNDRED THOUSAND DOLLARS) FROM THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT TECHNOLOGY MODERNIZATION ARPA PROJECT TO THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT'S ACCESS CONTROL ARPA PROJECT

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

The American rescue Plan Act (ARPA) Committee recommends re-programming $200,000 (Two Hundred Thousand Dollars) from the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to the Kane County Building Management Department's Access Control ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 23-79

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND JUDICIAL TECHNOLOGY MODERNIZATION FOR THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County 16th Judicial Circuit Court has made a request in the amount of $3,058,357.00 of SLFRF to fund judicial technology modernization for the purpose of modernizing video and audio equipment in all courtrooms to increase the use of virtual hearings via Zoom, which is an ARPA eligible purpose; and

WHEREAS, the expansion and upgrade of our courtroom technology would allow for continued use of virtual hearings and expand our capabilities with evidence presentation and integrated assisted listening devices for the hearing impaired. The permanent installation of equipment would also provide consistency with the three courtrooms we have already upgraded (two Juvenile Courtrooms and one Order of Protection Courtroom) and would allow for increased use of remote hearings across all case types which would support the delivery of efficient services to the citizens of Kane County. While improving efficiencies, remote court appearances also offer significant time and cost savings for litigants and attorneys. Kane

County benefits as well with the continued use of on-line video interpreters, because it provides broader access to multiple languages without the costs of interpreter transportation and mileage. More importantly, improved technology for remote hearings will improve access to the courts for self-represented litigants. Citizens of Kane County may no longer need to take time off of work, find transportation, or obtain childcare to attend court in-person.

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County 16th Judicial Circuit Court's request for SLFRF for judicial technology modernization for the purpose of modernizing video and audio equipment in courtrooms to increase the use of virtual hearings via Zoom and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of $3,058,357.00 to fund the judicial technology modernization project for the Kane County 16th Judicial Circuit Court, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County 16th Judicial Circuit Court use of State and Local Fiscal Recovery Funds in the amount of $3,058,357.00 to be used for judicial technology modernization, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

355.800.66834.70000 ARPA: Public Health-Effective Service Delivery 3,058,357
355.800.000.85000 ARPA: Allowance for Unbudgeted Expenses 3,058,357

Line Item: 355.800.66834.70000
Line Item Description: ARPA Public Health Effective Service Delivery
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? No
If funds are not currently available in the specified line item, where are the funds available?
355.800.000.85000

Passed by the Kane County Board on March 14, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

passed

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 25-104

AUTHORIZING THE 2024 REPROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS AS REPORTED TO THE US DEPARTMENT OF TREASURY IN THE AMOUNT OF $17,505.66 (SEVENTEEN THOUSAND FIVE HUNDRED FIVE DOLLARS AND SIXTY-SIX CENTS) FROM THE KANE COUNTY CIRCUIT CLERK'S OFFICE'S MICROFILM ARCHIVING ARPA PROJECT TO KANE COUNTY 16TH JUDICIAL CIRCUIT COURT'S JUDICIAL TECHNOLOGY MODERNIZATION ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, the SLFRF funds authorized in resolution 23-182 for the Microfilm Archiving ARPA project for the Kane County Circuit Clerk's Office are more than what the current project's contract necessitates; and

WHEREAS, the ARPA Program recommends reprogramming of the SLFRF as reported to the US Department of Treasury in the amount of $17,505.66 (Seventeen Thousand Five Hundred Five Dollars and Sixty-Six Cents) from the Kane County Circuit Clerk's Office's Microfilm Archiving ARPA project to the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project; and

WHEREAS, the ARP Committee recommends that the Kane County Board authorizes the reprogramming of the SLFRF amount of $17,505.66 (Seventeen Thousand Five Hundred Five Dollars and Sixty-Six Cents) from the Kane County Circuit Clerk's Office's Microfilm Archiving ARPA project to the Kane County 16th Judicial Circuit Court's Judicial Technology

Modernization ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the reprogramming of the SLFRF amount of $17,505.66 (Seventeen Thousand Five Hundred Five Dollars and Sixty-Six Cents) from the Kane County Circuit Clerk's Office's Microfilm Archiving ARPA project to the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on March 11, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-199

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $153,523 (ONE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS) FROM THE KANE COUNTY CHILD ADVOCACY CENTER'S COUNSELING NEEDS AND MEETING INCREASED DEMAND ARPA PROJECT TO THE KANE COUNTY STATE'S ATTORNEY'S OFFICE'S HEIGHTENED NEED FOR FELONY CASES AND DEFERRED PROSECUTION ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 23-388, the Kane County Board authorized $789,000 (Seven Hundred Eighty-Nine Thousand Dollars) in State and Local Fiscal Recovery Funds for the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project; and

WHEREAS, Counseling Needs and Meeting Increased Demand ARPA project is being completed under budget; and

WHEREAS, the American rescue Plan Act (ARPA) Committee recommends re-programming $153,523 (One Hundred Fifty-Three Thousand Five Hundred Twenty-Three Dollars) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project to the Kane County State's Attorney's Office's Heightened Need For Felony Cases and Deferred Prosecution ARPA project (Res. 23-279) to be spent during the ARPA period of performance and in accordance with the American Rescue Plan

Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes re-programming $153,523 (One Hundred Fifty-Three Thousand Five Hundred Twenty-Three Dollars) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project to the Kane County State's Attorney's Office's Heightened Need For Felony Cases and Deferred Prosecution ARPA project (Res. 23-279) to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF 153,523 (ONE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS) FROM THE KANE COUNTY CHILD ADVOCACY CENTER'S COUNSELING NEEDS AND MEETING INCREASED DEMAND ARPA PROJECT TO THE KANE COUNTY STATE'S ATTORNEY'S OFFICE'S HEIGHTENED NEED FOR FELONY CASES AND DEFERRED PROSECUTION ARPA PROJECT

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

The American rescue Plan Act (ARPA) Committee recommends re-programming $153,523 (One Hundred Fifty-Three Thousand Five Hundred Twenty-Three Dollars) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project to the Kane County State's Attorney's Office's Heightened Need For Felony Cases and Deferred Prosecution ARPA project (Res. 23-279) to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 23-279

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND HEIGHTENED NEED FOR FELONY CASES AND DEFERRED PROSECUTION FOR THE KANE COUNTY STATE'S ATTORNEY'S OFFICE

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County State's Attorney's Office has made a request in the amount of $355,513 of SLFRF to fund Heightened Need for Felony Cases and Deferred Prosecution project for the purpose of responding to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Treasury Department has recognized that the COVID-19 pandemic contributed to a significant backlog in the court system, and steps to reduce these backlogs are eligible uses of SLFRF; and

WHEREAS, the Deferred Prosecution Program was implemented in Kane County in 1995 and has helped thousands of individuals avoid misdemeanor and felony convictions by offering them rehabilitative and educational services while still holding them accountable of for

their offenses; and

WHEREAS, the State's Attorney's Office will use this SLFRF to respond to an increase need for more Felony case managers its Deferred Prosecution Program, which will allow it to expedite the resolution of qualified felony cases, while still providing rehabilitative services to offenders; and

WHEREAS, due to the heightened need because of the pandemic, there is need for more felony case managers to handle increased number of felony applicants to the program. The increase can be attributed to a rise in substance abuse and crime by first time offenders during the pandemic. We are requesting two more felony case manager for a three-year contract to meet the heightened need for Kane County. A full-time case manager salary is estimated at $44,000. Have more case managers will help ensure cases are dealt with in a more efficient manner thus decreasing a backlog in cases; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County State's Attorney's Office's request for SLFRF for Heightened Need for Felony Cases and Deferred Prosecution project for the purpose of responding to the COVID-19 public health emergency and its negative economic impacts and has completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of $355,513 to fund the Heightened Need for Felony Cases and Deferred Prosecution project for the Kane County State's Attorney's Office to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County State's Attorney's Office's use of State and Local Fiscal Recovery Funds in the amount of $355,513 to be used for Heightened Need for Felony Cases and Deferred Prosecution project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

$44,000	Salaries and Wages	355.800.668234.40000
$18,525	Healthcare	355.800.668234.45000
$666	Dental	355.800.668234.45010
$3,366	FICA	355.800.668234.45100
$2,266	IMRF	355.800.668234.45200
$1,284	Liability Ins	355.800.668234.53000

$976	Worker's Comp	355.800.668234.53010
$18	Unemployment	355.800.668234.53020
($71,101)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the that the remaining grant funding will be budgeted in FY24 ($142,206) and FY25 ($142,206).

Line Item: Various - See above
Line Item Description: Various - See above
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000- Allowance for Budget Expense

Passed by the Kane County Board on July 11, 2023.

John A. Cunningham, MBA, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 23-388

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND COUNSELING NEEDS AND MEETING INCREASED DEMAND FOR THE KANE COUNTY CHILD ADVOCACY CENTER

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Child Advocacy Center ("CAC") has made a request in the amount of $789,000 of SLFRF to fund counseling needs and meeting increase demand for the purpose of providing counseling and mental health services to children and their families who have been victims of crimes against children; and

WHEREAS, according to the National Institute of Health, tele-mental health care will remain an integral part of health care services. CAC staff have observed that approximately 1/3 of families served either do not have access to home internet services or a private, uninterrupted space for victims and their non-offending family members to complete therapy in their homes. This creates a need to provide a safe space for families to receive mental health care in our center with tele-mental health equipment for use. This increases access to all clients by offering those who cannot receive in-person counseling due to COVID- related vulnerabilities the opportunity to receive the same care that all clients deserve; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Child Advocacy Center's request for SLFRF for counseling needs and meeting increase demand for the purpose of providing counseling and mental health services to children and their families who have been victims of crimes against children and completed an assessment regarding the project's eligibility under the U.S. Department of Treasury's Rules and Regulations Section, EC-3: Public Health-Negative Economic Impact: Public Sector, EC Subcategory 3.4 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of $789,000 to fund the counseling needs and meeting increase demand for the Kane County Child Advocacy Center, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Child Advocacy Center use of State and Local Fiscal Recovery Funds in the amount of $789,000 to be used for counseling need and meeting increase demand, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

$49,000	Counseling Services	355.800.668111.50620
$10,000	Transportation	355.800.668111.56030
$40,000	Building Improvements	355.800.668111.72010
($99,000)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 ($230,000), FY25 ($230,000) and FY26 ($230,000).

Line Item: See Above
Line Item Description: See Above
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
See Above

Passed by the Kane County Board on October 10, 2023.

John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-200

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $29,599.16 (TWENTY-NINE THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS AND SIXTEEN CENTS) FROM THE KANE COUNTY CHILD ADVOCACY CENTER'S COUNSELING NEEDS AND MEETING INCREASED DEMAND ARPA PROJECT TO THE KANE COUNTY STATE'S ATTORNEY'S OFFICE'S HEIGHTENED NEED FOR DOMESTIC VIOLENCE DEFERRED PROSECUTION ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 23-388, the Kane County Board authorized $789,000 (Seven Hundred Eighty-Nine Thousand Dollars) in State and Local Fiscal Recovery Funds for the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project; and

WHEREAS, Counseling Needs and Meeting Increased Demand ARPA project is being completed under budget; and

WHEREAS, the American rescue Plan Act (ARPA) Committee recommends re-programming $29,599.16 (Twenty-Nine Thousand Five Hundred Ninety-Nine Dollars and Sixteen Cents) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project to the Kane County State's Attorney's Office's Heightened Need For Domestic Violence Deferred Prosecution ARPA project (Res. 23-141)

to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes re-programming $29,599.16 (Twenty-Nine Thousand Five Hundred Ninety-Nine Dollars and Sixteen Cents) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project to the Kane County State's Attorney's Office's Heightened Need For Domestic Violence Deferred Prosecution ARPA project (Res. 23-141) to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $29,599.16 (TWENTY-NINE THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS AND SIXTEEN CENTS) FROM THE KANE COUNTY CHILD ADVOCACY CENTER'S COUNSELING NEEDS AND MEETING INCREASED DEMAND ARPA PROJECT TO THE KANE COUNTY STATE'S ATTORNEY'S OFFICE'S HEIGHTENED NEED FOR DOMESTIC VIOLENCE DEFERRED PROSECUTION ARPA PROJECT

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

The American rescue Plan Act (ARPA) Committee recommends re-programming $29,599.16 (Twenty-Nine Thousand Five Hundred Ninety-Nine Dollars and Sixteen Cents) from the Kane County Child Advocacy Center's Counseling Needs and Meeting Increased Demand ARPA project to the Kane County State's Attorney's Office's Heightened Need For Domestic Violence Deferred Prosecution ARPA project (Res. 23-141) to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 23-141

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND HEIGHTENED NEED FOR DOMESTIC VIOLENCE DEFERRED PROSECUTION FOR THE KANE COUNTY STATE'S ATTORNEY'S OFFICE

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County State's Attorney's Office has made a request in the amount of $355,010 of SLFRF to fund Heightened need for Domestic Violence Deferred Prosecution by hiring additional staff to deal with influx of domestic violence cases seen during the pandemic as a response to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, due to the heightened need because of the Pandemic, there is a need for more Domestic Violence case managers and administration to meet the heightened need specifically, with an increase in orders of protection and objectively a rise observed in first-time offenders, which are more likely to qualify for deferred prosecution. We are requesting one more domestic violence case manager and one more full-time domestic violence administrative assistant for a three-year contract to meet the heightened need and

then re-evaluate. A full-time Admin salary is estimated at $30,000, with a case manager salary estimated at $44,000. Having more case managers and admins would help ensure cases are dealt with in a more efficient manner. More people will be working on the heightened need, therefore decreasing the backlog that occurred during the height of the Pandemic when the courts slowed/ stopped temporarily; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County State's Attorney's Office request for SLFRF for Heightened need for Domestic Violence Deferred Prosecution by hiring additional Deferred Prosecution staff as a response to the COVID-19 public health emergency and its negative economic impacts, and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of $355,010 to fund the Heightened need for Domestic Violence Deferred Prosecution Program for the Kane County State's Attorney's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County State's Attorney's Office use of State and Local Fiscal Recovery Funds in the amount of $355,010 to be used for Heightened need for Domestic Violence Deferred Prosecution, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

($102,192)	355.800.668.85000	Allowance for Budget Expense
$59,480	355.800.668234.40000	Salary & Wages
$30,933	355.800.668234.45000	Healthcare
$1,112	355.800.668234.45010	Dental
$4,550	355.800.668234.45100	FICA/SS
$3,036	355.800.668234.45200	IMRF
$1,737	355.800.668234.53000	Liability Ins.
$1,320	355.800.668234.53010	Work Comp
$24	355.800.668234.53020	Unemployment

NOW, THEREFORE, BE IT FURTHER RESOLVED that by Kane County Board that the remaining grant funding will be budgeted in FY24 ($126,409) and FY25 (126,409).

Line Item: Various - See Above
Line Item Description: Various - See Above
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
355.800.668.85000 - Allowance for Budget expense

Passed by the Kane County Board on April 11, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

passed

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 23-388

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND COUNSELING NEEDS AND MEETING INCREASED DEMAND FOR THE KANE COUNTY CHILD ADVOCACY CENTER

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Child Advocacy Center ("CAC") has made a request in the amount of $789,000 of SLFRF to fund counseling needs and meeting increase demand for the purpose of providing counseling and mental health services to children and their families who have been victims of crimes against children; and

WHEREAS, according to the National Institute of Health, tele-mental health care will remain an integral part of health care services. CAC staff have observed that approximately 1/3 of families served either do not have access to home internet services or a private, uninterrupted space for victims and their non-offending family members to complete therapy in their homes. This creates a need to provide a safe space for families to receive mental health care in our center with tele-mental health equipment for use. This increases access to all clients by offering those who cannot receive in-person counseling due to COVID- related vulnerabilities the opportunity to receive the same care that all clients deserve; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Child Advocacy Center's request for SLFRF for counseling needs and meeting increase demand for the purpose of providing counseling and mental health services to children and their families who have been victims of crimes against children and completed an assessment regarding the project's eligibility under the U.S. Department of Treasury's Rules and Regulations Section, EC-3: Public Health-Negative Economic Impact: Public Sector, EC Subcategory 3.4 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of $789,000 to fund the counseling needs and meeting increase demand for the Kane County Child Advocacy Center, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Child Advocacy Center use of State and Local Fiscal Recovery Funds in the amount of $789,000 to be used for counseling need and meeting increase demand, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

$49,000	Counseling Services	355.800.668111.50620
$10,000	Transportation	355.800.668111.56030
$40,000	Building Improvements	355.800.668111.72010
($99,000)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 ($230,000), FY25 ($230,000) and FY26 ($230,000).

Line Item: See Above
Line Item Description: See Above
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
See Above

Passed by the Kane County Board on October 10, 2023.

John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-201

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $263,473.49 (TWO HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS AND FORTY-NINE CENTS) FROM THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT TECHNOLOGY MODERNIZATION ARPA PROJECT TO THE KANE COUNTY INFORMATION TECHNOLOGY DEPARTMENT'S KANECOMM MICROWAVE RADIO FOR MUTUAL AID ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolutions 22-79 and 25-104, the Kane County Board authorized $3,075,862.66 (Three Million Seventy-Five Thousand Eight Hundred Sixty-Two Dollars and Sixty-Six Cents) in State and Local Fiscal Recovery Funds for the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project; and

WHEREAS, the Judicial Technology Modernization ARPA project is being completed under budget; and

WHEREAS, the American rescue Plan Act (ARPA) Committee recommends re-programming $263,473.49 (Two Hundred Sixty-Three Thousand Four Hundred Seventy-Three Dollars and Forty Nine Cents) from the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to the Kane County Information Technology Department's KaneComm Microwave Radio For Mutual Aid ARPA project (24-79) to be spent during the ARPA period of performance and in accordance with the American

Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes re-programming $263,473.49 (Two Hundred Sixty-Three Thousand Four Hundred Seventy-Three Dollars and Forty Nine Cents) from the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to the Kane County Information Technology Department's KaneComm Microwave Radio For Mutual Aid ARPA project (24-79) to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING THE RE-PROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF $263,473.49 (TWO HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS AND FORTY-NINE CENTS) FROM THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT TECHNOLOGY MODERNIZATION ARPA PROJECT TO THE KANE COUNTY INFORMATION TECHNOLOGY DEPARTMENT'S KANECOMM MICROWAVE RADIO FOR MUTUAL AID ARPA PROJECT

Committee Flow:
American Rescue Plan Committee, Executive Committee, County Board

Contact:
Vern Tepe- 630.444.1222

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

The American rescue Plan Act (ARPA) Committee recommends re-programming $263,473.49 (Two Hundred Sixty-Three Thousand Four Hundred Seventy-Three Dollars and Forty Nine Cents) from the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to the Kane County Information Technology Department's KanComm Microwave Radio For Mutual Aid ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 23-79

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND JUDICIAL TECHNOLOGY MODERNIZATION FOR THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County 16th Judicial Circuit Court has made a request in the amount of $3,058,357.00 of SLFRF to fund judicial technology modernization for the purpose of modernizing video and audio equipment in all courtrooms to increase the use of virtual hearings via Zoom, which is an ARPA eligible purpose; and

WHEREAS, the expansion and upgrade of our courtroom technology would allow for continued use of virtual hearings and expand our capabilities with evidence presentation and integrated assisted listening devices for the hearing impaired. The permanent installation of equipment would also provide consistency with the three courtrooms we have already upgraded (two Juvenile Courtrooms and one Order of Protection Courtroom) and would allow for increased use of remote hearings across all case types which would support the delivery of efficient services to the citizens of Kane County. While improving efficiencies, remote court appearances also offer significant time and cost savings for litigants and attorneys. Kane

County benefits as well with the continued use of on-line video interpreters, because it provides broader access to multiple languages without the costs of interpreter transportation and mileage. More importantly, improved technology for remote hearings will improve access to the courts for self-represented litigants. Citizens of Kane County may no longer need to take time off of work, find transportation, or obtain childcare to attend court in-person.

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County 16th Judicial Circuit Court's request for SLFRF for judicial technology modernization for the purpose of modernizing video and audio equipment in courtrooms to increase the use of virtual hearings via Zoom and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of $3,058,357.00 to fund the judicial technology modernization project for the Kane County 16th Judicial Circuit Court, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County 16th Judicial Circuit Court use of State and Local Fiscal Recovery Funds in the amount of $3,058,357.00 to be used for judicial technology modernization, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

355.800.66834.70000 ARPA: Public Health-Effective Service Delivery 3,058,357
355.800.000.85000 ARPA: Allowance for Unbudgeted Expenses 3,058,357

Line Item: 355.800.66834.70000
Line Item Description: ARPA Public Health Effective Service Delivery
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? No
If funds are not currently available in the specified line item, where are the funds available?
355.800.000.85000

Passed by the Kane County Board on March 14, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

passed

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 24-079

AUTHORIZING THE USE OF THE REMAINDER OF THE ALLOCATED STATE AND LOCAL FISCAL RECOVERY FUNDS FOR THE KANECOMM MICROWAVE RADIO FOR MUTUAL AID PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, The County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four-Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulation adopted by the United States Department of the Treasury ("Final Rule") the County of Kane shall use SLFRF to defray costs associated with its response to the COVID 19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery, and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF, and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC which designates $42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, in 2022, the Kane County Information Technologies made a request in the amount of $1,455,414 of SLFRF to fund the KaneComm Microwave Radio for Mutual Aid project for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, the KaneComm and Tri-Com Central Dispatch 911 agencies are responsible for maintaining a public safety radio network including a mutual aid radio frequency capability for both Fire and Police. The proposed microwave Radio and some fiber link infrastructure will provide critical infrastructure for the communication links between the approximately 20 locations via microwave links, radio links or fiber links; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane

County Information Technologies Department's request for SLFRF for the KaneComm Microwave Radio For Mutual Aid project for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, while the allocated ARPA funds for the Microwave Radio for Mutual Aid project were in the amount of $1,455,414, in July 2023, in resolution 23-275, the ARPC recommended that the Kane County Board authorizes the use of SLFRF in the amount of $150,000 to fund the Microwave Radio for Mutual Aid project for the Kane County Information Technologies Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations; and

WHEREAS, the SLFRF amount of $150,000 has been spent on a study that is a part of the Microwave Radio for Mutual Aid project; and

WHEREAS, the Kane County Information Technologies Department has made a request to be able to use the remainder of the allocated SLFRF in the amount of $1,305,414 for the purpose of completing the Microwave Radio for Mutual Aid project; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of the remainder of the allocated SLFRF in the amount of $1,305,414 to fund the completion of the Microwave Radio and Mutual Aid project for the Kane County Information Technologies Department, to be spent during the ARPA period of performance and in accordance with ARPA, the Final Rule related guidance issued by the United States Department of Treasury, and any other Federal, State or Local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Information Technologies Department to use of the remainder of the allocated State and Local Fiscal Recovery Funds in the amount of $1,305,414 to be used for completing the KaneComm Microwave Radio for Mutual Aid project , in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2024 budget.

$435,138	Contractual Consulting Services	355.800.66834.50150
($435,138)	Allowance for Budget Expense	355.800.668.850

NOW, THEREFORE BE IT FURTHER RESOLVED BY the Kane County Board that the remaining grant funding will be budgeted in FY25 ($435,138) and FY26 ($435,138)

Line Item: 355.800.66834.50150
Line Item Description: Contractual/Consulting
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item?
355.800.668.85000 Allowance for Budget Expense
If funds are not currently available in the specified line item, where are the funds available? n/a

Passed by the Kane County Board on March 12, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 25-104

AUTHORIZING THE 2024 REPROGRAMMING OF STATE AND LOCAL FISCAL RECOVERY FUNDS AS REPORTED TO THE US DEPARTMENT OF TREASURY IN THE AMOUNT OF $17,505.66 (SEVENTEEN THOUSAND FIVE HUNDRED FIVE DOLLARS AND SIXTY-SIX CENTS) FROM THE KANE COUNTY CIRCUIT CLERK'S OFFICE'S MICROFILM ARCHIVING ARPA PROJECT TO KANE COUNTY 16TH JUDICIAL CIRCUIT COURT'S JUDICIAL TECHNOLOGY MODERNIZATION ARPA PROJECT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of $103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, the SLFRF funds authorized in resolution 23-182 for the Microfilm Archiving ARPA project for the Kane County Circuit Clerk's Office are more than what the current project's contract necessitates; and

WHEREAS, the ARPA Program recommends reprogramming of the SLFRF as reported to the US Department of Treasury in the amount of $17,505.66 (Seventeen Thousand Five Hundred Five Dollars and Sixty-Six Cents) from the Kane County Circuit Clerk's Office's Microfilm Archiving ARPA project to the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project; and

WHEREAS, the ARP Committee recommends that the Kane County Board authorizes the reprogramming of the SLFRF amount of $17,505.66 (Seventeen Thousand Five Hundred Five Dollars and Sixty-Six Cents) from the Kane County Circuit Clerk's Office's Microfilm Archiving ARPA project to the Kane County 16th Judicial Circuit Court's Judicial Technology

Modernization ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the reprogramming of the SLFRF amount of $17,505.66 (Seventeen Thousand Five Hundred Five Dollars and Sixty-Six Cents) from the Kane County Circuit Clerk's Office's Microfilm Archiving ARPA project to the Kane County 16th Judicial Circuit Court's Judicial Technology Modernization ARPA project to be spent during the ARPA period of performance and in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on March 11, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-202

RATIFYING AN EMERGENCY PURCHASE AFFIDAVIT TO PURCHASE THE NEEDED MATERIAL, LABOR, AND SUPERVISION TO FURNISH AND INSTALL A REPLACEMENT JACK ASSEMBLY ON THE PASSENGER ELEVATOR LOCATED IN BUILDING A FROM URBAN ELEVATOR SERVICES, LLC FOR THE BUILDING MANAGEMENT DEPARTMENT

WHEREAS, the Building Management Department has requested and received emergency purchase authorization from the Kane County Board Chairman, Pursuant to Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A); and

WHEREAS, the Building Management Department has an emergent need to purchase the needed material, labor, and supervision to furnish and install a replacement jack assembly on the passenger elevator located in Building A at the Government Center from Urban Elevator Services, LLC. as it is currently inoperable; and

WHEREAS, Urban Elevator Services, LLC. provided a quote of Eighty-Nine Thousand Nine Hundred Twenty-One Dollars ($89,921) for this repair.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Emergency Purchase Affidavit, submitted by the Kane County Building Management Department and authorized by the County Board Chairman, is hereby ratified for the purchase of the needed material, labor, and supervision to furnish and install a replacement jack assembly on the passenger elevator located in Building A from Urban Elevator Services, LLC., 54 Eisenhower Ln. N., Lombard, IL 60148 in an amount not to exceed Eighty-Nine Thousand Nine Hundred Twenty-One Dollars ($89,921).

Line Item: 500.800.805.72010
Line Item Description: Building Improvements
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Ratifying an Emergency Purchase Affidavit to Purchase the Needed Material, Labor, and Supervision to Furnish and Install a Replacement Jack Assembly on the Passenger Elevator Located in Building A from Urban Elevator Services, LLC. for the Building Management Department

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $89,921
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Building Management Department has an emergent need to purchase the needed material, labor, and supervision to furnish and install a replacement jack assembly on the passenger elevator located in Building A at the Government Center from Urban Elevator Services, LLC. as it is currently inoperable. Urban Elevator Services, LLC. provided a quote of Eighty-Nine Thousand Nine Hundred Twenty-One Dollars ($89,921) for this repair.

COUNTY OF KANE

EMERGENCY PURCHASE AFFIDAVIT

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) states that "an emergency purchase equaling or exceeding $30,000 may be authorized ... in certain situations ... where immediate repairs are required to County property to protect or prevent against further loss or damage, where immediate action is required to prevent or minimize disruption to County Services ..." and "An emergency purchase shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances ."

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (B) further states that "A department seeking an emergency purchase shall prepare an emergency affidavit documenting both the existence of an emergency condition and the nature of the emergency. The department head shall sign the affidavit and submit to the county board chairman the emergency affidavit requesting authorization to make the emergency purchase."

Whereas, the Building Management Department has requested and received emergency purchase authorization from the Kane County Board Chairman, pursuant to Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) for the purchase of material, labor and supervision for Urban Elevator to furnish and install a replacement jack assembly on the passenger elevator located in Building A at the Government Center in an amount not to exceed $130,000 from budgeted Building Management Capital fund line items due to the urgency of having the only elevator located in Building A down and inoperable. These repairs are an emergent need; and

Whereas, it is in the best interest of the County to immediately purchase the needed material, labor and supervision for Urban Elevator to furnish and install a replacement jack assembly on the passenger elevator located in Building A at the Government Center as it is currently inoperable; and

Now therefore I, Roger Fahnestock, being duly sworn solemnly affirm that I am the Kane County Executive Director IT/BLD Management and hereby request authorization to purchase the needed material, labor and supervision for Urban Elevator to furnish and install a replacement jack assembly on the passenger elevator located in Building A at the Government Center from Urban Elevator Services, LLC., 54 Eisenhower Ln. N., Lombard, IL 60148, in the amount of $130,000 from budgeted Building Management Capital fund line items. I understand that this emergency procurement must be ratified by the County Board at the next regularly scheduled County Board meeting.

This affidavit is made pursuant to and in fulfillment of the emergency purchase affidavit provisions in the Kane County Purchasing Ordinance. I know and understand the contents of this affidavit and all statements herein are true and correct.

Roger Fahnestock — 3/18/26

Signature of Affiant — Date

Roger Fahnestock, Executive Director IT/Bldg Management, Kane County Information Technology

Subscribed and sworn before me this 18th day of March 2026.

(Seal) OFFICIAL SEAL
KELLY LYNN CLARK
Notary Public, State of Illinois
Commission No. 1016126
My Commission Expires August 27, 2029

Kelly L Clark

Signature of Notary Public

My commission expires:

August 27, 2029

I agree that this purchase meets the conditions of an emergency purchase and hereby authorize the needed material, labor and supervision for Urban Elevator to furnish and install a replacement jack assembly on the passenger elevator located in Building A at the Government Center from Urban Elevator Services, LLC., 54 Eisenhower Ln. N., Lombard, IL 60148, in the amount of $130,000 from budgeted Building Management Capital fund line items.

Signature of Authorizing Official

Corinne Pierog, Madam Chairman

March 18, 2026

Date

Purchase Order

No. 2026-00000764

DATE 03/18/2026

Ship To
County Board Office
719 S. Batavia Avenue
Building A, 3rd Floor, Rm. 303
GENEVA, IL 60134

Bill To
County Board Office
719 S. Batavia Avenue
Building A, 3rd Floor, Rm. 303
GENEVA, IL 60134

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

VENDOR NO. 5933

Vendor
Urban Elevator Service, LLC
54 Eisenhower Ln. N.
LOMBARD, IL 60148

DELIVER BY
SHIP VIA BEST METHOD
FREIGHT TERMS FOB DESTINATION
PAGE **1 of 1**
ORIGINATOR: Timothy Keovongsak
PURCHASING OFFICE: 630-208-3803

REFERENCE # (Passenger Elevator - H006584)

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
128.0000	Each	Labor - Labor - (Passenger Elevator - H006584) Bldg. A - Govt Ctr.	154.0000	$19,712.00
1.0000	Each	Equipment Parts/Supplies - Expedited Material (Jack Assembly: Cylinder, Piston, Pit Channels, Buffers, Buffer Springs, Jack Liner, Suck Truck, Air Compressor as needed, Scaffolding as needed, Shipping, Trucking, Permitting, Inspection)	70,209.0000	$70,209.00
			TOTAL DUE	$89,921.00

Tax Exemption No. E99960850

For terms and conditions please visit the following link:

https://www.countyofkane.org/Documents/Purchasing/Terms.pdf

Special Instructions

Attn: John Giganti <jgiganti@urbanelevator.com>

March 18, 2026

URBAN ELEVATOR SERVICE®

Purchaser
County of Kane
719 S. Batavia Ave. - Building A
Geneva, IL 60134

Urban Elevator Service, LLC
4830 West 16th Street
Cicero, IL 60804
Tel. 708-656-5512
Fax. 708-416-0160
www.urbanelevator.com

Equipment Location
719 S. Batavia Avenue
Geneva, IL 60134
Building A

Urban Elevator Service, LLC ("Urban Elevator") hereby agrees with **County of Kane ("Purchaser")**, who is the owner or owner's manager or agent, to perform the following repair service:

1. **Equipment.** Urban Elevator will perform work on the following equipment:

   - Passenger Elevator (H006584)

2. **Description of Work.** Urban Elevator will provide all material, labor and supervision to perform the following work:

Provide a team to furnish and install a replacement jack assembly on the passenger elevator 719 S. Batavia Ave. in Geneva, IL. The existing jack has failed and become compromised following the annual required CAT1 safety test. Replacement required.

This proposal is inclusive of drawings, permitting and inspections
Pricing includes expedited lead times for custom material manufacturing (4 – 6 weeks)

Jack Assembly

Cylinder, Piston, Pit Channels, Buffers, Buffer Springs, Jack Liner

A. Assemble safety barricades & floor coverings around work areas to ensure safe & clean working environment.
B. Hang & secure elevator in the hoistway to allow for removal and installation of jack assembly.
C. Remove hydraulic oil from cylinder and dispose of in an environmentally safe way.
D. Remove oil line, shutoff valve, pit channels and buffers from pit area. Removal of concrete surrounding the jack head using a jackhammer.
E. Remove existing cylinder and piston from ground and dispose of properly.
F. Install protective, plastic casing that protects the hydraulic system from environmental contaminates such as moisture and contact with earth. Electrically isolate the piston and oil line from the car frame to ensure the jack unit is totally isolated from electric ground potential.

Customer Initial _____

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G. Cylinder shall be constructed of heavy steel tubing and incorporate a double bottom. Cylinder constructed to resist imposed pressure and to comply with ASME Code A17.1. Cylinder fabricated in multiple pieces either of which is due to length for shipment or installation of a single piece, shall be threaded together onsite with no welding necessary.
H. Piston to be fabricated to the proper length to ensure that it will not strike bottom of cylinder when car is resting on fully compressed buffer.
I. Remove clean spoils from the existing hole to allow for placement of the new cylinder. (If any physical obstruction or hindrance is encountered below the surface of the ground, including, but not limited to, wood, metal , pilings, water, quicksand, caves, buried foundations, tunnels, public utilities, granite or other rock formations, or any other foreign material (not including overburden gravel), customer will provide Contractor with written authorization to utilize any required special excavation equipment, and will compensate Contractor over and above its proposed price, at its current billing rates on a time and material basis for the additional cost incurred subsequent to encountering the physical obstruction or hindrance. Any contaminated spoils shall be left on the job site and shall be removed by others. Customer is solely responsible for locating all underground lines, (including but not limited to gas, water and electric) on the premises, with same being clearly marked so that the locations are easily visible. Contractor makes no representations that any structure over or upon which its equipment travels, sits and/or covers can withstand the weight of its equipment. Customer agrees to assume any liability therefore, and hold Contractor and any of its subcontractors harmless regarding any claim made as to same. Under no circumstance will Contractor be liable for any damage caused or allegedly caused by it and /or any of its subcontractors, including but not limited to any alleged structural or geologic damage; alleged structural setting and/or allegedly caused by structural setting; geologic setting and /or caused by geologic setting; geologic formation disturbance and/or caused by geologic formation disturbance.
J. Install new piston and cylinder of uniform diameter and of size required by load and capacity of elevator. Piston shall be made of steel tubing and ground smooth to a true and highly polished surface.
K. Stabilize jack assembly by backfilling area between PVC and cylinder.
L. Replace concrete pit floor that was removed around the jack head.
M. Top of piston shall be sealed and faced with a flat steel plate (Platen Plate) for connecting to elevator platform to the piston. Platen Plate shall be isolated from the bolster channels by the use of rubber isolation pads. Provide piston with solid metal stop ring to prevent the elevator and its piston from traveling beyond its limits of the cylinder.
N. Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
O. Add more hydraulic oil to system and test operation.
P. Perform Full Load Safety test with an Elevator Inspector present as Witness. Return elevator to service once Inspection is complete and permit has been closed out.
Q. **This quote is based on upon the existing hole being cased to prevent the hole collapsing once the existing cylinder is removed. Once the existing cylinder has been removed, the contractor will be able to see if the existing cylinder was cased. If the existing cylinder was not cased, this will need to be done and the purchaser will incur additional costs.

Labor: Eight (8) team working days (64 hours) at preferred, established rates = $19,712.00

Expedited Material: Jack Assembly (Cylinder, Piston, Pit Channels, Buffers, Buffer Springs, Jack Liner, Suck Truck, Air Compressor as needed, Scaffolding as needed, Shipping, Trucking, Permitting, Inspection = $70,209.00

3. Price. The total price to perform the work described in this Agreement is **$89,921.00 (Eighty Nine Thousand Nine Hundred Twenty One and 00/100 Dollars)**, with a **50.00%** down payment. This price includes all applicable taxes and freight charges.

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4. Payment Terms. Terms of payment are net upon presentation of invoice. Urban Elevator will invoice Purchaser for the down payment promptly upon execution of this Agreement by both parties. Urban Elevator will invoice Purchaser for the remaining balance promptly upon completion of the work described in this Agreement.

5. Terms and Conditions. This Agreement is governed by Urban Elevator's Terms and Conditions, appended hereto. This Agreement shall become effective at the earlier of: (i) the date Urban Elevator's authorized representative executes this Agreement; or (ii) the date Urban Elevator begins performing the work described in this Agreement.

Customer Initial

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This quotation is valid for thirty (30) days from proposal date.

Submitted By: **John Giganti**
Title: **Territory Manager**

Purchaser Approved by Authorized Representative		**Urban Elevator Service, LLC** Approved by Authorized Representative	
Signed:	Roger Fahnestock	Signed:	
Date:	3-18-26	Date:	
Print Name:	Roger Fahnestock	Print Name:	
Title:	Executive Director	Title:	
E-Mail:	fahnestockroger@KaneCountyIL.gov		[not valid until signed by an Authorized Representative]
Phone:	630-232-3571		
Name of Company:	Kane County		

Capacity, Check One:

☒ Principal, Owner, or Authorized Representative of Principal or Owner

☐ Agent or other, state below:

[THIS SECTION INTENTIONALLY LEFT BLANK]

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TERMS AND CONDITIONS

1. This Agreement contains the entire Agreement between the Purchaser and Urban Elevator. All prior negotiations between the Parties are merged in the Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement supersedes any and all other previous agreements. This Agreement may not be modified except by written instrument signed by both Parties. In the event of conflict between the terms of this Agreement and any other documents, including Exhibits and schedules to which this Agreement may refer (if any) the terms and conditions of this Agreement shall apply. Sections, Paragraphs, captions and headings are used for reference purposes only and should be ignored in the interpretation of this Agreement. The Parties have explicitly not relied on any earlier or outside representations other than the ones in this Agreement. Should Purchaser accept this Agreement in the form of a purchase order, this Agreement shall govern over any contrary terms contained in such purchase order.

2. Purchaser assumes primary responsibility as Owner and/or Manager of the premises on which the Covered Equipment is located and shall provide Urban Elevator clear and safe access to the Covered Equipment, as well as a safe workspace in which to perform services and a safe place to store parts and other materials. Purchaser shall properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with use of the Covered Equipment. Purchaser understands and agrees that Urban Elevator does not assume possession, management, or control of the Covered Equipment.

3. Purchaser shall maintain pits and machine rooms in a clean, temperature-controlled, dry condition. Purchaser shall remove/remediate all waste or hazardous materials in line with applicable laws and regulations, and will provide both proper lighting and a grounded, 3-prong electrical system where needed. Purchaser shall furnish a complete set of 'as built' wiring diagrams reflecting all previous changes to the equipment.

4. In the event Purchaser terminates this Agreement, Purchaser shall pay to Urban Elevator the following termination fee: (i) 35% if after Urban Elevator accepts this Agreement; (ii) 80% if after Urban Elevator orders materials; or (iii) 100% if after Urban Elevator starts work.

5. If payment is not made within 30 days of the invoice date, interest shall accrue on the unpaid balance at a rate of 1.5% per month. Urban Elevator shall have no obligations such as working, ordering parts, indemnifying, or any other contractual or legal obligations under this Agreement until unpaid sums are paid. Urban Elevator shall not be responsible for any damages that arise during a period of non-payment (including, but not limited to, damages related to personal injury, property damage, contractual obligations, or otherwise at law or in equity). In the event Purchaser defaults on any amounts owed pursuant to this Agreement, Urban Elevator shall be entitled to recover from Purchaser all costs of collection, including (but not limited to) collection agency fees, arbitration fees, reasonable attorney's fees, and court costs.

6. It is understood between the Parties that Urban Elevator retains its mechanics lien and legal and equitable title to all elevator equipment installed in the subject building until Urban Elevator receives full payment of its outstanding invoices. Urban Elevator shall have free and clear title as to any equipment / materials removed as part of the work described in this Agreement or otherwise not used in reconstruction.

7. Unless expressly stated otherwise elsewhere in this Agreement, Purchaser is responsible for any costs associated with Elevator Code violations and/or problems with Firefighters' Service system(s) that exist as to the subject equipment. Urban Elevator may, at its option, refuse to proceed with work on any equipment suffering Elevator Code violations or other safety violations until repaired by Purchaser.

8. Purchaser shall not be entitled to withhold any payments due to failure to pass inspection if such failure is due to violations outside the scope of this Agreement (for example, repairs or alterations to a building that are not explicitly covered by this Agreement but are required by local authorities).

9. Under no circumstances shall either Party be liable for any indirect, special, liquidated or consequential damages, punitive damages or damages caused by the negligence of others, of any kind, whether arising under contract, tort or otherwise. Urban Elevator will not be liable for direct damages of any kind, whether in contract, tort, or otherwise in excess of the price of this Agreement. Purchaser shall have six months from the time of an alleged breach of contract to initiate legal action against Urban Elevator.

10. Unless expressly stated otherwise elsewhere in this Agreement, all work shall be performed during regular working hours on regular working days for the elevator trade.

Customer Initial _____

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11. Urban Elevator maintains worker's compensation insurance covering its liability for injury or death sustained by its employees. Purchaser shall maintain its own insurance policy as is customary for the type, size, and location of subject premises, with minimum limits of $1,000,000, and shall name Urban Elevator as an additional insured. All insurance policies shall be primary non-contributory, and shall contain a waiver of subrogation. Should damage occur to Urban Elevator's materials, tools, or work as a result of fire, theft, or other casualty, Purchaser shall reimburse Urban Elevator and/or repair such damage at its expense.

12. Neither Party shall be responsible for any loss, damage, delay, or failure in the performance of this Agreement caused by anything outside Urban Elevator's control, including, but limited to, acts of God, war, strikes or labor disputes, embargoes, government orders, fire, explosion, theft, floods, water, weather, earthquake, riots, civil commotions, vandalism, misuse, abuse, mischief, shortages of materials or workmen, unavailability of material from [usual sources, insurrection, failure to act on the part of either Party's suppliers or subcontractors, orders or instructions of any federal, state, municipal government or any department or agency thereof, or any cause beyond a Party's reasonable control.

13. Urban Elevator shall indemnify Purchaser for accidents and/or liabilities when adjudged to have been caused by the sole negligence or willful misconduct of Urban Elevator. In all other instances, Purchaser shall indemnify, keep and save harmless Urban Elevator against all claims, suits, injuries, fatalities, property damage, judgments, liabilities, and costs and expenses (including reasonable attorneys' fees) arising from or connected with use, repair, maintenance, operation or condition of the Equipment or on the premises. Purchaser's indemnification obligations herein specifically include, but are not limited to, third-party claims of any kind as well as claims of any kind made by Purchaser's employees (and his/her heirs and assigns). Purchaser's indemnification obligations shall not be limited by damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. Urban Elevator's indemnification obligations shall not include any liability for failure-to-notify of building/equipment conditions.

14. Purchaser shall not permit anybody other than qualified Urban Elevator technicians to work on Covered Equipment from the date of execution until the work is complete. In the event Purchaser does so permit, Purchaser shall be responsible for any additional costs incurred by Urban Elevator at applicable rates.

15. Urban Elevator warrants the materials and workmanship of the parts delivered under this Agreement for a period of one hundred twenty (120) days from completion. This warranty excludes the labor associated with installing any defective parts, which is Purchaser's responsibility. Urban Elevator shall not be responsible for: (i) damage to the equipment resulting from failure or reduced voltage of the primary power supply source; (ii) vandalism, malicious mischief, misuse and/or abuse of the equipment; (iii) negligence on the part of others; (iv) improper machine room conditions (such as humidity or temperature); (v) failure(s) detected during, or due to, safety and/or pressure relief tests; or (vi) any other causes beyond Urban Elevator's control. This warranty shall not apply unless Purchaser has paid the full price of this Agreement. This warranty shall not apply unless Purchaser provides written notice of deficiencies within the 120 day period. This express warranty is the only applicable warranty. To the extent allowed under the law, Urban Elevator expressly disclaims warranties of any other kind, whether express, implied, statutory, or otherwise.

16. It is understood by the parties that the terms and conditions of this Agreement are confidential and that Purchaser shall not disclose any such terms and conditions to any third party without the express written consent of Urban Elevator.

17. Should any provisions (or part-provisions) of this Agreement be found to be invalid, illegal, or otherwise unenforceable, that provision or part-provision shall be replaced with the greatest allowable limitation or obligation without affecting the validity of the remainder of this Agreement. Failure or delaying in exercising, or any partial exercise of any right or remedy provided under this Agreement or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of any right or remedy. A waiver is only effective if given in writing and signed by the party charged therewith.

18. Urban Elevator may elect that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and Urban Elevator may enter judgment on the arbitration award in any court having jurisdiction hereof. If Urban Elevator does not so elect, disputes shall be resolved exclusively and only by the federal and state courts located in Chicago, Illinois. This Agreement shall be governed and interpreted by the laws of the State of Illinois, without reference to any other state's choice-of-law provisions.

Customer Initial RF

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-203

AUTHORIZING ADDITIONAL FUNDS FOR KANE COUNTY'S ADULT JUSTICE CENTER HVAC PIPE CHASE AND RELATED HVAC IMPROVEMENT PROJECTS WITH HARTWIG MECHANICAL, INC. (BID# 24-064-KK)

WHEREAS, Kane County solicited and received two (2) bids (BID# 24-064-KK) for Kane County's Adult Justice Center HVAC and Pipe Chase Improvements Projects; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications was Hartwig Mechanical, Inc. of Harvard, Illinois; and

WHEREAS, the original cost of Kane County's Adult Justice Center HVAC and Pipe Chase Improvements Project was a project amount of eleven million nine hundred seventy-eight thousand two hundred seventy-six dollars ($11,978,276); and

WHEREAS, ARPA has allocated an additional three hundred forty-two thousand five hundred six dollars ($342,506) to the Kane County Building Management Department's Jail Tower A&B HVAC System Improvement's ARPA Project per Resolution No. TMP-26-424; and

WHEREAS, ARPA has allocated an additional sixty-five thousand four hundred ninety-seven dollars ($65,497) to the Kane County Building Management Department's Sheriff's Office HVAC System Renovations ARPA Project per Resolution No. TMP-26-426; and

WHEREAS, this is a project that has been approved by ARPA and will be funded by ARPA.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is authorized to spend an additional three hundred forty two thousand five hundred six dollars ($342,506) for the Kane County Building Management Department's Jail Tower A&B HVAC System Improvement's ARPA Project and sixty five thousand four hundred ninety seven dollars ($65,497) for the Kane County Building Management Department's Sheriff's Office HVAC System Renovations ARPA Project with Hartwig Mechanical, Inc. The new total for Kane County's Adult Justice Center HVAC Pipe Chase and Related HVAC Improvements Projects is twelve million three hundred eighty-six thousand two hundred seventy-nine dollars ($12,386,279). This additional funding is provided by ARPA and has been approved by the Kane County Board.

Line Item: 355.800.66814, 500.800.805, Various
Line Item Description: ARPA, Building Improvements Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Additional Funds for Kane County's Adult Justice Center HVAC Pipe Chase and Related HVAC Improvement Projects with Hartwig Mechanical, Inc. (BID#26-064-KK)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $408,003
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

These additional funds are ARPA funds. ARPA has allocated an additional three hundred forty two thousand five hundred six dollars ($342,506) to the Kane County Building Management Department's Jail Tower A&B HVAC System Improvement's ARPA Project per Resolution No. TMP-26-424 and has also allocated an additional sixty five thousand four hundred ninety seven dollars ($65,497) to the Kane County Building Management Department's Sheriff's Office HVAC System Renovations ARPA Project per Resolution No. TMP-26-426. This resolution authorizes the spend of the additional ARPA funds in the amount of $408,003.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-204

AUTHORIZING A CONTRACT EXTENSION FOR KANE COUNTY DETENTION DOOR MAINTENANCE AND REPAIR SERVICES WITH VALLEY SECURITY COMPANY FOR THE BUILDING MANAGEMENT DEPARTMENT (BID# 23-029)

WHEREAS, bids were solicited for the Kane County Detention Door Services Bid (BID# 23-029) for certain facilities maintained by Building Management in the County of Kane. A total of one (1) bid was received. The responsive and responsible bidder for Detention Door Maintenance and Repair Services is Valley Security Company of South Elgin, IL; and

WHEREAS, Building Management outsources Detention Door Maintenance and Repair Services which cannot be performed in-house by County staff; and

WHEREAS, the contract covers the maintenance and repairs of Detention Door Equipment at Kane County Government facilities, and Building Management anticipated service and project needs of One Hundred Thousand Dollars ($100,000) per fiscal year. Due to additional door repair needs for this one-year extension, there are anticipated service and project needs of Two Hundred Thousand Dollars ($200,000) per fiscal year; and

WHEREAS, Valley Security Company will be utilized on an “as needed”, on call basis, at the per hour rates cited in its contract; and

WHEREAS, this was a three (3) year contract with two (2) one (1) year extensions, if mutually agreed upon and the Kane County Board approves. This is the first one (1) year extension; and

WHEREAS, accordingly, appropriate funds have been budgeted in the FY2026 Building Management budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the first one (1) year contract extension with Valley Security Company, 660 Schneider Drive, South Elgin, IL 60177 for Detention Door Maintenance & Repair Services on an “as needed”, on call basis, for an amount of Two Hundred Thousand Dollars ($200,000) per fiscal year.

Line Item: 001.080.080.52110, Various
Line Item Description: Repairs and Maintenance Buildings, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for Kane County Detention Door Maintenance and Repair Services with Valley Security Company for the Building Management Department (BID#23-029)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Building Management outsources Detention Door Maintenance and Repair Services which cannot be performed in-house by County staff. Resolution No. 23-286 authorized the original three-year contract and spending of $100,000 per fiscal year. This resolution authorizes the first one-year extension and $100,000 in additional funds (for a total not to exceed amount of $200,000 per fiscal year) due to an anticipated increase in service and project needs.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-205

AUTHORIZING A CONTRACT RENEWAL FOR KANE COUNTY ASBESTOS, LEAD, AND MOLD CONSULTANT SERVICES WITH MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC. FOR THE BUILDING MANAGEMENT DEPARTMENT (RFP# 22-011)

WHEREAS, Building Management outsources asbestos, lead, and mold consultation services which cannot be performed in house by County staff. Proposals were solicited and received for Kane County Asbestos, Lead, and Mold Consultant Services (RFP# 22-011). A total of five (5) proposals were received and evaluated per the evaluation criteria in the proposal document; and

WHEREAS, the vendor selected, Midwest Environmental Consulting Services, Inc., received the highest overall evaluation score by the evaluation team. Projects will be on a case-by-case basis and the County will ask the selected firm to provide a proposal and/or cost estimate for their services for each project that they are assigned to deliver; and

WHEREAS, projects range in size and duration from half a day to possibly multiple weeks. The consultant shall ensure that all relevant laws, standards, regulations and County specifications are followed; and

WHEREAS, the original contract was for a three (3) year term with two (2) additional one (1) year renewal options, if mutually agreed upon by both parties. This is authorizing the second one (1) year renewal; and

WHEREAS, Building Management has budgeted the amount of One Hundred Thousand Dollars for FY2026.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the second one-year contract extension with Midwest Environmental Consulting Services Inc., 2551 N. Bridget St., Yorkville, IL 60560 for Asbestos, Lead, and Mold Consultant Services in a not to exceed amount of One Hundred Thousand Dollars ($100,000) per fiscal year.

Line Item: 500.800.805, Various
Line Item Description: Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Renewal for Kane County Asbestos, Lead, and Mold Consultant Services with Midwest Environmental Consulting Services, Inc. for the Building Management Department (RFP#22-011)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $100,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Building Management outsources asbestos, lead and mold consultation services which cannot be performed in house by County staff. Projects will be on a case-by-case basis with projects ranging in size and duration from half a day to possibly multiple weeks. This is authorizing the second one (1) year renewal in a not to exceed amount of One Hundred Thousand Dollars ($100,000) per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-206

AUTHORIZING AN AGREEMENT FOR ARCHITECT, ENGINEER & CMR SERVICES CONTRACTS WITH WIGHT & COMPANY, VALDES ARCHITECTURE & ENGINEERING, KLUBER ARCHITECTS & ENGINEERS, WOLD ARCHITECTS & ENGINEERS, GILBANE BUILDING COMPANY, R.C. WEGMAN CONSTRUCTION COMPANY, INTERFACE ENGINEERING, AND NURTURE ARCHITECTS FOR THE BUILDING MANAGEMENT DEPARTMENT (RFP# 26-007-TK)

WHEREAS, proposals have been solicited for the Kane County Building Management Department Architect, Engineer & CMR Services (RFP# 26-007-TK). A total of fifteen (15) proposals were received by the February 6, 2026 deadline; and

WHEREAS, eight (8) highest-ranked vendors were chosen as finalists, and per a meticulous screening process, those respondents were thoroughly reviewed, scored, and their qualifications vetted. It has been determined that it is in the best interest of the County to award multiple contracts for the Architect, Engineer & CMR Services between these eight highest-ranked and most qualified bidders, in no particular order, 1.) Wight & Company, of Darien, IL, 2.) Valdes Architecture & Engineering, of Lombard, IL, 3.) Kluber Architects & Engineers of Aurora, IL, 4.) Wold Architects & Engineers, of Palatine, IL, 5.) Gilbane Building Company, of Chicago, IL, 6.) R.C. Wegman Construction Company of Aurora, IL, 7.) Interface Engineering, of Chicago, IL, and 8.) Nurture Architects of Chicago, IL; and

WHEREAS, these eight (8) vendors' contracts will be for the provision of Architect, Engineer & CMR Services at various on-site projects at all Kane County facilities on an "as needed" basis as indicated in the contract; and

WHEREAS, all project assignments will be made in accordance with and within Kane County budgetary constraints at the discretion of the Building Management Department; and

WHEREAS, in the event, that due to unforeseen circumstances, any of the firms is either disqualified or relationship(s) severed, the County reserves the right to choose a new Firm(s) from the original list of original submittals from RFP# 26-007-TK; and

WHEREAS, each of these performance-based contracts are for two (2) years and will include three (3) additional one (1) year options for renewal, to be mutually agreed upon by all parties. The initial contract terms will begin on or about May 12, 2026 for a two (2) year term through May 11, 2028. Kane County reserves the right to change the commencement and/or end of the contract periods as well as the scope of services to be provided; and

WHEREAS, these are all multi-year contracts and accordingly, combined “not to exceed” fund amounts of Seven Hundred Thousand Dollars ($700,000) has been budgeted for these eight (8) contracts, and are available in the FY2026 budget; and

WHEREAS, these eight (8) vendors contracts call for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute simultaneous contracts with 1.) Wight & Company, 2500 North Frontage Road, Darien, IL 60561, 2.) Valdes Architecture & Engineering, 100 West 22nd Street, Suite 185, Lombard, IL 60148, 3.) Kluber Architects & Engineers, 41 W. Benton Street, Aurora, IL 60506, 4.) Wold Architects & Engineers, 220 N. Smith Street, Suite 310, Palatine, IL 60067, 5.) Gilbane Building Company, 123 N. Wacker Drive, 26th Floor, Chicago, IL 60606, 6.) R.C. Wegman Construction Company, 750 Morton Avenue, Aurora, IL 60506, 7.) Interface Engineering, 100 S. Wacker Drive, Suite 1140, Chicago, IL 60606, and 8.) Nurture Architects, 314 West Institute Places Suite 1E Chicago, IL 60610 for Architect, Engineer & CMR Services contracts for a combined not to exceed amount of Seven Hundred Thousand Dollars ($700,000) per fiscal year.

Line Item: 500.800.805, Various
Line Item Description: Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Agreement for Architect, Engineer & CMR Services Contracts with Wight & Company, Valdes Architecture & Engineering, Kluber Architects & Engineers, Wold Architects & Engineers, Gilbane Building Company, R.C. Wegman Construction Company, Interface Engineering, and Nurture Architects for the Building Management Department (RFP#26-007-TK)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $700,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Eight (8) finalists were chosen and per a meticulous screening process, those respondents were thoroughly reviewed, scored and their qualifications vetted. It has been determined that it is in the best interest of the County, to split the awarding of the of the Architect, Engineer & CMR Services contract between these eight qualified bidders, in no particular order, 1.) Wight & Company, of Darien, IL, 2.) Valdes Architecture & Engineering., of Lombard, IL, 3.) Kluber Architects & Engineers of Aurora, IL, 4.) Wold Architects & Engineers, of Palatine, IL, 5.) Gilbane Building Company, of Chicago, IL, 6.) R.C. Wegman Construction Company of Aurora, IL, 7.) Interface Engineering, of Chicago, IL and 8.) Nurture Architects of Chicago, IL. This resolution authorizes these contracts for a not to exceed amount of $700,000 per fiscal year.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107

March 20, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Building Management
Procurement Name:	RFP #26-007-TK – Architect, Engineer & CMR
Recommended Vendor:	Wight & Co, Valdes Architecture & Eng., Kluber Engineering, Inc., Wold Architects & Eng., Gilbane Building Co., R.C. Wegman, Interface Eng., Inc., and HPZS/Nurture

NOTIFICATION AND RESPONSE

Public Notices: ● Bidnet Direct ● The Daily Herald

Advertising Date:	January 5, 2026	Notices sent/Plan holder: 35/76
RFQ Due Date:	February 6, 2026	Proposal Received: 15

PURPOSE

The County of Kane and the Building Management Department accepted statements of qualifications and performance data from professional architects, engineers, and CMaRs to provide planning, design, specification development, and construction administration services for various projects at County facilities. The contracted Architect/Engineer and Construction Manager at Risk will serve as an advocate for the County, ensuring that all project planning and execution align with County needs, standards, and expectations. The initial term of this contract shall be two (2) years, based on an as-needed and project-by-project basis. Kane County reserves the right to renew this contract for three (3) additional 1-year periods, subject to mutual agreement by both parties.

A total of fifteen (15) Statements of Qualifications were received and evaluated by the Building Management Department, per specifications and contract requirements, and scored them based on the criteria important to the required services. Upon completing the evaluation, the consensus was to shortlist eight (8) vendors that were most qualified and responsive to the RFQ and would provide the required services at the highest quality and value, and ranked them accordingly. Below are the final evaluated scores of the pre-qualified vendors.

Selection Criteria: ●Firm background, Offers, Capability (25%) ●Qualification, Personnel experience (20%) ●Approach and Offer (15%) ●References (15%) ●Current/Anticipated Workload (10%) ●Experience engaging leadership/constituents (10%) ●Other Considerations (5%)

SCORING SUMMARY

VENDORS	RANK	TOTAL EVALUATED SCORES		VENDORS	RANK	TOTAL EVALUATED SCORES
WIGHT & COMPANY	1	87.20%		GILBANE BUILDING, CO	5	76.40%
VALDES ARCHITECTURE & ENG	1	87.20%		R.C. WEGMAN	6	74.20%
KLUBER ENGINEERING, INC	3	80.80%		INTERFACE ENGINEERING	7	71.20%
WOLD ARCHITECTS & ENG	4	79.60%		HPZS/NURTURE	8	73.00%

SCORING SUMMARY CONT'D

VENDORS	RANK	TOTAL EVALUATED SCORES		VENDORS	RANK	TOTAL EVALUATED SCORES
EPSTEIN	9	70.00%		TRIA ARCHITECTURE	13	63.60%
DLR GROUP	10	68.60%		SENGA ARCHITECTS, INC	14	48.60%
BKV GROUP	11	68.20%		CLEARERA TECH., INC	15	45.80%
HAMPTON LEZINI & RENWICK	12	68.00%				

Based on qualifications and capabilities, firm background and experience, approach, and proposal compliance, the Building Management Department and evaluation team, with the support of the Purchasing Department recommends approval of the eight (8) highest-ranked and pre-qualified vendors as follows:

Wight & Co, of Darin, IL.
Valdes Architecture & Eng., of Lombard, IL
Kluber Engineering, Inc., of Aurora, IL
Wold Architects & Eng., of Palatine, IL
Gilbane Building Co., of Chicago, IL
R.C. Wegman of Aurora, IL
Interface Eng., Inc., of Chicago, IL
HPZS/Nurture of Chicago, IL

The awarding of this service contract is pending Committee and the full Kane County Board's approval.

Submitted By:
Tim Keovongsak, CPPB
Director of Purchasing

cc: Building Management

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107

March 20, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Building Management
Procurement Name:	RFP #26-007-TK – Architect, Engineer & CMR
Recommended Vendor:	Wight & Co, Valdes Architecture & Eng., Kluber Engineering, Inc., Wold Architects & Eng., Gilbane Building Co., R.C. Wegman, Interface Eng., Inc., and HPZS/Nurture

NOTIFICATION AND RESPONSE

Public Notices: ● Bidnet Direct ● The Daily Herald

Advertising Date:	January 5, 2026	Notices sent/Plan holder: 35/76
RFQ Due Date:	February 6, 2026	Proposal Received: 15

PURPOSE

The County of Kane and the Building Management Department accepted statements of qualifications and performance data from professional architects, engineers, and CMaRs to provide planning, design, specification development, and construction administration services for various projects at County facilities. The contracted Architect/Engineer and Construction Manager at Risk will serve as an advocate for the County, ensuring that all project planning and execution align with County needs, standards, and expectations. The initial term of this contract shall be two (2) years, based on an as-needed and project-by-project basis. Kane County reserves the right to renew this contract for three (3) additional 1-year periods, subject to mutual agreement by both parties.

A total of fifteen (15) Statements of Qualifications were received and evaluated by the Building Management Department, per specifications and contract requirements, and scored them based on the criteria important to the required services. Upon completing the evaluation, the consensus was to shortlist eight (8) vendors that were most qualified and responsive to the RFQ and would provide the required services at the highest quality and value, and ranked them accordingly. Below are the final evaluated scores of the pre-qualified vendors.

Selection Criteria: ●Firm background, Offers, Capability (25%) ●Qualification, Personnel experience (20%) ●Approach and Offer (15%) ●References (15%) ●Current/Anticipated Workload (10%) ●Experience engaging leadership/constituents (10%) ●Other Considerations (5%)

SCORING SUMMARY

VENDORS	RANK	TOTAL EVALUATED SCORES		VENDORS	RANK	TOTAL EVALUATED SCORES
WIGHT & COMPANY	1	87.20%		GILBANE BUILDING, CO	5	76.40%
VALDES ARCHITECTURE & ENG	1	87.20%		R.C. WEGMAN	6	74.20%
KLUBER ENGINEERING, INC	3	80.80%		INTERFACE ENGINEERING	7	71.20%
WOLD ARCHITECTS & ENG	4	79.60%		HPZS/NURTURE	8	73.00%

SCORING SUMMARY CONT'D

VENDORS	RANK	TOTAL EVALUATED SCORES		VENDORS	RANK	TOTAL EVALUATED SCORES
EPSTEIN	9	70.00%		TRIA ARCHITECTURE	13	63.60%
DLR GROUP	10	68.60%		SENGA ARCHITECTS, INC	14	48.60%
BKV GROUP	11	68.20%		CLEARERA TECH., INC	15	45.80%
HAMPTON LEZINI & RENWICK	12	68.00%				

Based on qualifications and capabilities, firm background and experience, approach, and proposal compliance, the Building Management Department and evaluation team, with the support of the Purchasing Department recommends approval of the eight (8) highest-ranked and pre-qualified vendors as follows:

Wight & Co, of Darin, IL.
Valdes Architecture & Eng., of Lombard, IL
Kluber Engineering, Inc., of Aurora, IL
Wold Architects & Eng., of Palatine, IL
Gilbane Building Co., of Chicago, IL
R.C. Wegman of Aurora, IL
Interface Eng., Inc., of Chicago, IL
HPZS/Nurture of Chicago, IL

The awarding of this service contract is pending Committee and the full Kane County Board's approval.

Submitted By:
Tim Keovongsak, CPPB
Director of Purchasing

cc: Building Management

QUALIFICATIONS RESPONSE FORM
For
ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: Tuesday, January 27, 2026 at 3:30 p.m.

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

The terms and conditions of the Kane County codes for the competitive selection procedure applied to this (RFQ), but can be mutually negotiated at the time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1; 2; 3.

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Statement of Qualification and Performance Data will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with options for three (3) one-year renewal periods if agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature

Typed Signature President, Design & Construction

Company Wight & Company

Address 2500 North Frontage Road, Darien, IL 60561

Phone # 630.739.6921 **Fax #** 630.969.7979 **E-mail** jdwyer@wightco.com

Federal I.D./Social Security # 36-2605840 **Date** 2/6/26

QUALIFICATIONS RESPONSE FORM
For
ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: Tuesday, January 27, 2026 at 3:30 p.m.

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

The terms and conditions of the Kane County codes for the competitive selection procedure applied to this (RFQ), but can be mutually negotiated at the time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1; 2; 3.

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Signature Karrie A. Kratz

Typed Signature Karrie Kratz, Vice President, Chicago Business Leader

Company Gilbane Building Company

Address 123 N. Wacker Drive, 26th Floor, Chicago, IL 60606

Phone # 312-614-4100 **Fax #** N/A **E-mail** kkratz@gilbaneco.com

Federal I.D./Social Security # 05-0495530 **Date** February 6, 2026

QUALIFICATIONS RESPONSE FORM
For
ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: Tuesday, January 27, 2026 at 3:30 p.m.

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

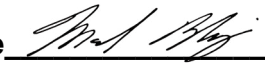
The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

The terms and conditions of the Kane County codes for the competitive selection procedure applied to this (RFQ), but can be mutually negotiated at the time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1 ; 2 ; 3 .

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Statement of Qualification and Performance Data will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with options for three (3) one-year renewal periods if agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature 

Typed Signature Mark Blazis, PE, LEED AP

Company Interface Engineering

Address 100 S. Wacker Dr., Suite 1140, Chicago, IL 60606

Phone # 312.964.4550 **Fax #** _____ **E-mail** markb@interfaceeng.com

Federal I.D./Social Security # 93-0576423 **Date** February 2, 2026

QUALIFICATIONS RESPONSE FORM
For
ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: **Tuesday, January 27, 2026 at 3:30 p.m.**

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

The terms and conditions of the Kane County codes for the competitive selection procedure applied to this (RFQ), but can be mutually negotiated at the time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1 ; 2 ; _____.

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Statement of Qualification and Performance Data will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with options for three (3) one-year renewal periods if agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature _____

Typed Signature Michael T. Kluber

Company Kluber Architects + Engineers

Address 41 W. Benton Street, Aurora Illinois 60506

Phone # 630-406-1213 **Fax #** 630-406-9472 **E-mail** mkluber@kluberinc.com

Federal I.D./Social Security # 1707446 **Date** 02/03/26

QUALIFICATIONS RESPONSE FORM
For
ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: Tuesday, January 27, 2026 at 3:30 p.m.

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

The terms and conditions of the Kane County codes for the competitive selection procedure applied to this (RFQ), but can be mutually negotiated at the time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1; 2; 3.

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Statement of Qualification and Performance Data will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with options for three (3) one-year renewal periods if agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature Colette Rozanski

Typed Signature Colette Rozanski, President

Company R.C. Wegman Construction Company

Address 750 Morton Avenue, Aurora, IL 60506

Phone # 630.844.3000 **Fax #** _____ **E-mail** cr@rcwegman.com

Federal I.D./Social Security # 36-2313195 **Date** February 6, 2026

QUALIFICATIONS RESPONSE FORM

For

ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: Tuesday, January 27, 2026 at 3:30 p.m.

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

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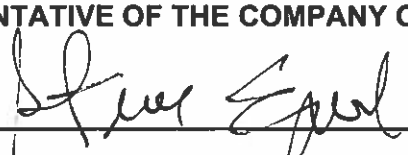
Signature 

Typed Signature Steve Ejnik, PE, RA, LEED AP

Company Valdes Architecture & Engineering

Address 100 West 22nd Street, Suite 185, Lombard, IL 60148

Phone # 630-678-2804 **Fax #** 630-792-1986 **E-mail** sejnik@valdeseng.com

Federal I.D./Social Security # 36-3841246 **Date** February 5, 2026

QUALIFICATIONS RESPONSE FORM
For
ARCHITECT, ENGINEER, & CONSTRUCTION MANAGER AT RISK

RFQ Due Date & Time: Tuesday, January 27, 2026 at 3:30 p.m.

To: County of Kane
Purchasing Department, Bldg., A, Room 211, 212, 214
719 S. Batavia Ave., Geneva, IL 60134

The Offeror shall submit RFQ with all requested documents, as well as literature, samples, etc., as required within the specifications.

The undersigned Offeror, having examined the specifications and any other related documents, hereby agrees to provide professional services per specification and to perform other work stipulated in, required by, and in accordance with the qualification's documents attached for and in consideration of the Offeror's prices.

The terms and conditions of the Kane County codes for the competitive selection procedure applied to this (RFQ), but can be mutually negotiated at the time of contract execution.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1; 2; 3.

By signing this response form, the firm hereby certifies that they are not barred from submitting on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Statement of Qualification and Performance Data will be based upon the funding available to Kane County. The terms of the SQPD and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the SQPD and the response, the terms of the SQPD and the response shall govern. Every element or item of the SQPD and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with options for three (3) one-year renewal periods if agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFQ.**

Signature Matthew Bickel

Typed Signature Matt Bickel

Company Wold Architects and Engineers

Address 220 N. Smith St, Suite 310, Palatine, IL 60067

Phone # 847-609-0310 **Fax #** - **E-mail** mbickel@woldae.com

Federal I.D./Social Security # 41-0940870 **Date** 02/06/2026

Affirmation of Factual Information

The undersigned affirms that the documents and information provided in this Statement of Interest, Qualifications, and Performance Data are true and complete. The undersigned further affirms that submission of this Statement of Interest, Qualifications, and Performance Data constitutes an agreement to comply with all requirements outlined by this RFQ.

By: _____ Date: 2/5/2025

Print Name: April Hughes Title: President & CEO

Telephone Number: 312.944.9600

E-Mail: ahughes@nurturearch.com

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-207

AUTHORIZING A CONTRACT RENEWAL FOR KANE COUNTY JANITORIAL SUPPLIES WITH WAREHOUSE DIRECT FOR THE BUILDING MANAGEMENT DEPARTMENT (BID# 22-018)

WHEREAS, bids were solicited and received for Janitorial Supplies (BID# 22-018) to be utilized at various Kane County facilities with a total of five (5) bids received by the March 31, 2022 deadline; and

WHEREAS, only one vendor bid on all janitorial items; and

WHEREAS, Resolution No. 22-210 authorized a two (2) year contract with three (3) one (1) year renewals. This is the third and final renewal; and

WHEREAS, the Building Management Department has hired Janitorial Staff that clean many Kane County Offices and Departments and supplies all the related cleaning materials.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the third one-year contract extension with Warehouse Direct Inc., 2001 S. Mount Prospect Road, Des Plaines, IL 60018 for Janitorial Supplies in a not to exceed amount of One Hundred Forty Thousand Dollars ($140,000) per fiscal year.

Line Item: 001.080.080.60160, Various
Line Item Description: Cleaning Supplies, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Renewal for Kane County Janitorial Supplies with Warehouse Direct for the Building Management Department (BID#22-018)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $140,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Building Management Department has a Janitorial Staff that clean many Kane County Offices and Departments. They supply all of the related cleaning materials. Resolution No. 22-210 authorized a two (2) year contract with three (3) one (1) year renewals. This is the third and final renewal. This resolution authorizes a not to exceed amount of $140,000 per fiscal year.

22-210

KANE COUNTY
OFFER TO CONTRACT FORM
BID 22-018
JANITORIAL SUPPLIES

Bid Due Date & Time: Thursday, March 31, 2022 at 3:30 p.m. CST

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. (A)
Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: WAREHOUSE DIRECT

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment, products and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*

1. *the Vendor has examined the Contractor Disclosure (Section 28) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*

B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No._____, No._____, No._____, (Contractor to acknowledge addenda here.)

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.

C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

BID FORM

Kane County will not pay for any price increase of any items after contract is awarded. All contracted pricing shall be firm for the duration of the initial two-year contract period. *All janitorial supply items will be ordered on an "**as-needed**" basis and with **no minimum orders**.*

PART A – AIR FRESHENERS

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Air Freshener, "Snappy Apple" Dry Deodorizers, 12 oz. Aerosol,	ZEN491255DUM SUP20	15	CASE of 12	$ 41.52	$ 622.80
Air Freshener, "Cinnamon" Dry Deodorizers, 10 oz. Aerosol,	Discontinued	15	CASE of 12	$	$
Air Freshener, "Clair" C-162 Dry Deodorizers, 10 oz. Aerosol,	Discontinued	15	CASE of 12	$	$
Air Freshener, "Rubbermaid" Gel Cassette Canister, Arctic Mint	RCP9C8401	15	CASE of 6	$ 70.83	$ 1,062.45
Air Freshener, "Rubbermaid" Gel Cassette Canister, Herb Pine	RCP9C8401	15	CASE of 6	$ 70.83	$ 1,062.45
Time Mist-Shot Micro Metered Air Fresheners Citrus 2oz.	TMS1042421	15	CASE of 12	$ 73.21	$ 1,098.15
Air Freshener, "Misty Spring Rain", aerosol can, 10 oz. AMRA23920SR by Zep, Inc.	AMR1001870	15	CASE of 12	$ 79.04	$ 1,185.60
"Swell-Gel" Room Odor Counteractant by ATCO International 6459, quart trigger	DVO4437	6	CASE of 12	$ 40.67	$ 244.02
				PART A – AIR FRESHENERS TOTAL	$ 5,275.47

PART B - GENERAL CLEANERS & REMOVERS

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Ammonia, All Purpose, "House Brand" 4gal/Case	CHMCH125	5	CASE of 4	$ 16.56	$ 82.80
Bleach, Germicidal, Clorox 121 oz. bottle, #30966	CLO30966CT	15	CASE of 3	$ 19.80	$ 297.00
Dust Mop Treatment, Multi-Purpose, 4Gal/Case	SPA301305	5	CASE of 4	$ 37.41	$ 187.05
Clorox Disinfectant Spray, 19 oz. #38504	CLO38504CT	30	CASE of 12	$ 63.80	$ 1,914.00
Multi-Surface, Disinfectant Delimer, Cleaner/Solvent, gallon	CRN16041	10	CASE of 4	$ 38.27	$ 382.70
Stainless Steel, Polish/Cleaner, Oil Base, Aerosol 20 oz.	BWK347ACT	10	CASE of 12	$ 49.64	$ 496.40

PART B - GENERAL CLEANERS & REMOVERS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
EnvirOx Concentrate 117 Stabilized Hydrogen Peroxide (Sanitizer-Virucide), gallon	DVO5549254	10	CASE of 4	$ 322.65	$ 3,226.50
EnvirOx Floors Super concentrated, gallon	SPA003504	10	CASE of 4	$ 62.06	$ 620.60
Fabuloso Cleaner Lavender Scent, 1 gallon "*NO SUBSTITUTION*"	CPC05253	15	CASE of 4	$ 50.19	$ 752.85
Dial Antimicrobial Original Gold liquid soap, gallon	DIA88047CT	10	CASE of 4	$ 60.00	$ 600.00
Multi-Purpose, Disinfects/Deodorize, 15.5 Aerosol,	SPA608100	10	CASE of 12	$ 38.82	$ 388.20
Hillyard Top Clean Neutral Cleaner Neutral Floor/Surface Cleaner, (*No Rinse*), gallon	NYCNL158G4	8	CASE of 4	$ 25.53	$ 201.84
Pine-sol 144 oz. bottle #35418	CLO35418CT	10	CASE of 3	$ 36.80	$ 368.00
Furniture Polish, Lemon, 19 oz.	BWK346ACT	10	CASE of 12	$ 62.89	$ 628.90
Heavy Duty Degreaser, Industrial Strength, gallon (non-toxic)	SPA203404	25	CASE of 4	$ 37.10	$ 927.50
Display or Terminal cleaner, Anti-fog and static – no chemical or abrasive, 20 oz.	END096000	10	CASE of 12	$ 69.60	$ 696.00
RTD Glass/Surface Cleaner 1.5 liter	DVS93361936	15	CASE of 2	$ 51.04	$ 765.60
RTU Glass/Surface Cleaner Gallon	SPA303004CT	10	CASE of 4	$ 26.79	$ 267.90
Multi-Surface Cleaner, Diversey Alpha-HP, RTD 1.5 liter #3350727 **(NO SUBSTITUTION)**	DVS3350727	100	CASE of 2	$ 59.93	$ 5,993.00
Crown Chemical #CR-105-32 Toilet Bowl, 9%, 32 oz.	CRN37212	5	CASE of 12	$ 27.41	$ 137.05
Crown Chemical #CR-103-32 PDQ Germicidal Bowl/Bathroom Cleaner, Multi-Surface, Non-Acid, 32 oz.	SPA711603	20	CASE of 12	$ 23.16	$ 463.20
Heavy Duty Pumice Hand Cleaner Cherry Bomb or "Equal" gallon	ITW25219CT	20	CASE of 4	$ 68.77	$ 1,375.40

PART B - GENERAL CLEANERS & REMOVERS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Stainless Steel Cleaner/Polish, Oil Base, Aerosol, 18 oz.	BWK347ACT	5	CASE of 12	$ 49.64	$ 248.20
Clorox #38504 19oz. aerosol can	CLO38504CT	10	CASE of 12	$ 63.80	$ 638.00
Cleanser, Scratch Free Liquid Cream, Soft clean, quart	SPA732003	5	CASE of 12	$ 31.54	$ 157.70
Hillyard Double Down Carpet, Stain Remover, 32 oz. bottle	SPA303503	6	CASE of 6	$ 24.44	$ 73.32
Carpet Shampoo/Deformer gallon	NYCNL640G4	3	CASE of 4	$ 57.58	$ 172.74
Drain pipe opener/sewer cleaner and maintainer- (non-toxic) quart	AMR1003698	10	CASE of 12	$ 81.61	$ 816.10
PART B – GENERAL CLEANERS & REMOVERS TOTAL					$ 22,878.55

PART C - FLOOR STRIPPER, NEUTRALIZER, REMOVAL & WAX					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Hillyard Seal 341, 5 gallon pail **(NO SUBSTITUTION)**	NUA4135MPP025	10	EACH	$ 69.05	$ 690.50
Floor, Stripper, Neutralizer Wax	SPA008205	5	EA	$ 54.42	$ 272.10
Floor, Stripper Concentrate, Super Stripper, 5 gallon pail	NYCN127P5	10	EA	$ 42.22	$ 422.20
Hillyard Floor, Buffing Wax, Seal 341	NUA4135MPP025	10	EA	$ 69.05	$ 690.50
Hillyard Floor, Burnishing Wax, Seal 341	NUA4135MPP025	10	EA	$ 69.05	$ 690.50
Floor, Neutralizer, neutralizes hard floors after wax stripping, quart	SPA302904	5	CASE of 12	$ 77.10	$ 385.50
Remover, Chew gum remover, Rug & Carpet, Aerosol, 6 oz.	BWK353ACT	10	CASE of 12	$ 55.69	$ 556.90
PART C – FLOOR STRIPPER, NEUTRALIZER, REMOVAL & WAX TOTAL					$ 3,708.20

PART D - BLEACH – LINEN DETERGENT					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Sunburst Chemical– Chlorbrite, Heavy Duty – Stain removal, 8.5 liter	SUN776202	25	CASE of 2	$ 57.01	$ 1,425.25
Sunburst Chemical - Golden Brite Built Detergent, 8.5 liter (Hi-Performance/Institutional use)	SUN783605	25	CASE of 2	$ 150.89	$ 3,772.25
				PART D – BLEACH – LINEN DETERGENT TOTAL	$ 5,197.50

PART E - INSECTICIDE					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Commercial Grade, flying Insect Killer, aerosol, 20 oz., #TMS3643	SJN300816CT	10	CASE of 12	$ 67.90	$ 679.00
Commercial Grade, Wasp/Hornet Killer, Aerosol, 20 oz., #TMS3653	AMREWHIK16	10	CASE of 12	$ 73.53	$ 735.30
Commercial Grade, Ant/Roach Killer, aerosol, 20 oz., #DRK94891	AMR1047651	15	CASE of 6	$ 36.46	$ 546.90
United "Vanilla Blast" Insecticide #159, aerosol 14 oz. can	Discontinued	10	CASE of 12	$	$
				PART E – INSECTICIDE TOTAL	$ 1,961.20

PART F - GLOVES					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Industrial, Nitrile, flocked lined, 18 mil, Latex, 13" long, M – per Doz.	BWK183M	10	DOZ	$ 17.58	$ 175.80
Industrial, Nitrile, flocked lined 18 mil, Latex, 13 " long, L – per Doz.	BWK183L	10	DOZ	$ 17.58	$ 175.80

PART F – GLOVES (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Industrial, Nitrile, flocked lined 18 mil, Latex, 13" long, XL – 1M/Cs	BWK183XL	10	DOZ	$ 18.29	$ 182.90
Safety Zone Manufacture Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case Small	SFTGVEPSM1C	100	CASE of 10 boxes	$ 40.50	$ 4,050.00
Safety Zone Manufacture Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case - Medium	SFTGVEPMD1C	300	CASE of 10 boxes	$ 40.50	$ 12,150.00
Safety Zone Manufacture Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case - Large	SFTGVEPLG1C	350	CASE of 10 boxes	$ 40.50	$ 14,175.00
Safety Zone Manufacture Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case – Extra Large	SFTGVPXL1C	450	CASE of 10 boxes	$ 40.50	$ 18,225.00
Safety Zone Manufacture Powder Free-Disposable nitrile glove – Small 100/Box – 10boxes/Case	SFTGNEPSM1	25	CASE of 10 boxes	$ 95.30	$ 2,382.50
Safety Zone Manufacture Powder Free -Disposable nitrile glove – Med 100/Box – 10boxes/Case	SFTGNEPMD1	50	CASE of 10 boxes	$ 95.30	$ 4,765.00
Safety Zone Manufacture Powder Free -Disposable nitrile glove – Large 100/Box – 10boxes/Case	SFTGNEPLG1	50	CASE of 10 boxes	$ 95.30	$ 4,765.00
Safety Zone Manufacture Powder Free -Disposable nitrile glove – X-L 100/Box – 10boxes/Case	SFTGNEPXL1	50	CASE of 10 boxes	$ 95.30	$ 4,765.00
				PART F – GLOVES TOTAL	**$ 65,812.00**

PART G – URINAL BLOCK

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Wave Urinal, 4 Oz. 10/box	FRS3WDS60CME	35	CASE	$ 19.62	$ 686.70
Screen with enzyme 12/pack	BWKPBS	30	CASE	$ 26.64	$ 799.20
Disposal Urinal Mats, Impact Products, Pack 10 per box	M-1525	20	CASE of 6 boxes	$ 43.38	$ 867.60
				PART G – URINAL BLOCK	$ 2,353.50

PART H – MOP HEADS & PADS

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Golden Star Manufacture Mop Heads only – Cotton, 16 Oz. (with cotton ends)	GSRAWM7516	10	EACH	$ 2.34	$ 23.40
Golden Star Manufacture Mop Heads only – Cotton, 20 Oz. (with cotton ends)	GSRAWM7520	10	EACH	$ 2.83	$ 28.30
Golden Star Manufacture Mop Heads only – Cotton, 24 Oz. (with cotton ends)	GSRAWM7524	25	EACH	$ 3.38	$ 84.50
Golden Star Manufacture Mop Heads only – Cotton, 32 Oz. (with cotton ends)	GSRAWM7532	10	EACH	$ 4.13	$ 41.30
Americo Pads, Floor Maintenance, White 20"	AMF401220	5	CASE of 5	$ 17.65	$ 88.25
Americo Pads, Floor Maintenance, Red 24"	AMF404424	5	CASE of 5	$ 25.56	$ 127.80
Americo Pads, Floor Maintenance, White 24"	BWK4024WHI	5	CASE of 5	$ 24.40	$ 122.00
Americo Pads, Floor Maintenance, Hi Speed, Champagne 20"	AMF403620	5	CASE of 5	$ 16.80	$ 84.00
Rubbermaid Mop Heads – White (RM V118) Cut end wet mop - #24	GSRAEW7524	10	CASE of 12	$ 3.03	$ 363.60

PART H – MOP HEADS & PADS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Americo Pads, Floor Maintenance, Red 20"	AMF404420	5	CASE of 5	$ 17.65	$ 88.25
Americo Pads, Floor Maintenance, Brown 20"	AMF401820	5	CASE of 5	$ 17.82	$ 89.10
Americo Pads, Floor Maintenance, Black 16"	AMF400116	5	CASE of 5	$ 11.79	$ 58.95
Americo Pads, Floor Maintenance, Black 20"	AMF400120	5	CASE of 5	$ 16.47	$ 82.35
3M Pads, Soap Scouring Pads	MMM34738	5	CASE of 40	$ 32.42	$ 162.10
Pads, Scouring, Green Fine, ¾ x 61/4	BWK198	5	CASE	$ 7.84	$ 39.20
Pads, Scrub 'n' Strip, Utility, 41/2x10"	BWK403	5	CASE	$ 19.61	$ 98.05
Scotch-Brite Scrubbing Sponge-Med. Duty (3M) #74 – 6.1x3.6	BWK174	15	BOX of 20	$ 16.19	$ 242.85
				PART H – MOP HEADS & PADS TOTAL	$ 1,824.00

PART I – SOAPS					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
KC-Gentle Lotion Germ. Floral Fragrance Soap, Pink Re-fill, 500 ml., #92053	Discontinued	75	CASE of 18	$ 0.00	$ 0.00
KC-Gentle Lotion Germ. Floral Fragrance Soap, Pink Re-fill, 1000 ml., #91556	KCC91556	75	CASE of 18	$ 93.93	$ 7,044.75
Hillyard Cucumber-Melon Premium Foaming Hand Soap, Affinity-HIL0039803 or #334552	DEBAZU1L	(4) 1250 ml	CASE	$ 33.09	$ 132.35
Dispenser & install @ no cost to County	DEBWHB1LDS				0.00
	Dispensers are provided at no additional cost and install is $5.00				
Antibacterial Lotion Hand Soap, Health Guard, Pump, 7.5oz	CPC26913	75	CASE of 12	$ 17.77	$ 1,332.75
Liquid Dial-Gold Antibacterial Hand Soap, Pump, 7.5oz #111782	CPC26913	135	CASE OF 12	$ 17.77	$ 2,398.95

PART I – SOAPS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Liquid Antiseptic/Antibacterial Lotion Soap - GoJo 1gallon #113894	NYCNL59104CT	50	CASE OF 4	$ 34.36	$ 1,718.00
Instant Hand Sanitizer- antimicrobial 12 oz	GOJ365912CT	75	CASE OF 12	$ 56.21	$ 4,215.75
				PART I – MOP HEADS & PADS TOTAL	$ 16,842.55

PART J - TOILET & FACIAL TISSUES					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
GP 101-01 2ply S-Fold Interfold 4x5 Tissue 60 #10101 **(NO SUBSTITUTIONS)**	GPC10101	50	CASE of 400	$ 91.67	$4,583.50
Must be NPS Corporation Toilet Tissue-1 ply, 1000 sheets/roll (4) 4.3" x 3.75"	NPS11375	100	CASE of 96	$ 47.78	$ 4,778.00
Must be NPS Corporation Toilet Tissue, 2 ply - 500 sheets/roll (4) 4.3" x 3.75"	NPS12325	150	CASE of 96	$ 33.33	$ 4,999.50
Toilet Tissue, 2 ply–605 sheets/roll "KC 04460"	KSP5780	65	CASE of 80	$ 47.67	$ 3,098.55
Toilet Tissue, 2 Ply–BEDFORD 4.1X3.5 – 500 sheets/roll, 96 per case - #BF-SBT501 - (Adult Correction) **"NO SUBSTITUTION"**	NPS12325	700	CASE of 96	$ 35.56	$ 24,892.00
Must be NPS Corporation 2 Ply JRT. Jr. Tissue 9", Jumbo roll 4"x1000 Ft. 12 roll/Case	WHD19920	250	CASE of 12	$ 24.44	$ 6,110.00
Must be NPS Corporation 2 Ply JRT. Sr. Tissue 12", Jumbo roll, 3.75 x 2000 Ft/roll	NPS12620	120	CASE of 6	$ 32.22	$ 3,866.40
Baywest Part # DS6100 facial, White, 2ply. 100 sheets/box	BWK6500B	30	CASE of 30	$ 16.98	$ 509.40
				PART J – TOILET & FACIAL TISSUES TOTAL	$ 52,837.35

PART K - TOWELS – HAND & ROLL TOWEL					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
NPS Corporation Hand Towel, C-fold, White, 150 towels	BWK6220	150	CASE of 16	$ 18.12	$ 2,718.00
NPS Corporation Multi-fold Hand Towel, White, 250 towels	WHD21280	500	CASE of 16	$ 22.10	$ 11,050.00
NPS Corporation Roll Towels, White, 500 Ft.	*Not Available*	375	CASE of 12	$	$
"Scott" Roll Towels, White, 1000 Ft.	KSP1261	265	CASE of 12	$ 51.26	$ 13,583.90
NPS Corporation Natural Roll Towel, 800 Ft.	WHD30700	65	CASE of 6	$ 23.83	$ 1,548.95
Bleached Roll Towel, 800 Ft	WHD30380	95	CASE of 6	$ 29.14	$ 2,768.30
NPS Corporation Perforated Kitchen Roll Towels – White 2 ply 100 sheet	KSP1656	600	CASE of 30	$ 26.81	$ 16,087.06
Luncheon Napkin – 1/4 fold, 12x12 1ply 12	KSP7401	50	CASE of 500	$ 4.40	$ 220.17
Dinner Napkin – 1/8 fold, 15x17 2 ply 12	WHD41528	50	CASE OF 500	$ 7.04	$ 351.83
GP-Coreless - Roll Towels, White 1000' (GP Dispenser)	KSP1281	90	CASE of 6	$ 43.43	$ 3,908.70
GP-Coreless - Roll Towels, Brown 1000' (GP Dispenser)	KSP1281	90	CASE of 6	$ 43.43	$ 3,908.70
Center-Pull, Roll Towels, White 2 ply 500 sheet/roll	WHD25002	75	CASE of 4	$ 15.19	$ 1,139.58
Heavy Wipes, WypAll – L40, all-pur. 9bx (Absorb Liq. Oil. Grease)	WHD50900	25	CASE of 100	$ 34.79	$ 869.85
Towel – WypALL – X60 Absorbing Wipe – 10 box	*34790*	35	CASE of 126	$ 90.57	$ 3,169.95
PART K – TOWELS – HAND & ROLL TOWEL TOTAL					$ 61,324.99

PART L - MISC ITEMS

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Earplug – Orange Foam Soft Earplug, NRR29, 200pr/Box	MMM1100	5	CASE of 10	$ 32.16	$ 160.80
Dusting Wand, Telescoping Handle 30"	BWK638	20	EACH	$ 8.28	$ 165.60
Dart Style Setter Med. 5 7/8" Plastic spoons, White	CLNAH005T	10	CASE of 1000	$ 8.77	$ 87.70
Dart Style Setter Med. Plastic "Soup spoons", White	CLNSP323MPW	10	CASE of 1000	$ 9.39	$ 93.90
Dart Style Setter Med. 6.25" Plastic folks, White	CLNAH001	10	CASE of 1000	$ 8.77	$ 87.70
Plastic "Knife", Med. White	CLNK323	10	CASE of 1000	$ 8.77	$ 87.70
Cold Cup – Translucent Plastic, 5oz. Size, 2.5/Case	BWKTRANSCUP5CT	10	CASE	$ 52.64	$ 526.40
Cold Cup - White Paper Water Cups, 4 oz. Size	BWKWHT4HCUP	10	CASE of 5000	$ 15.56	$ 155.55
Glad "Fresh Scent" Carpet Room Refresher	CDC3320011536EA	10	EACH	$ 3.97	$ 39.70
9" Paper Plate	WHD10021	10	CASE of 1000	$ 34.97	$ 349.70
Styrofoam Cup 6oz 6J6	DCC6J6	10	CASE of 1000	$ 33.09	$ 330.90
Styrofoam Cup 8oz 8J8	DCC8J8	10	CASE of 1000	$ 40.43	$ 404.30
Styrofoam Cup 10oz 10J10	DCC10J10	10	CASE of 1000	$ 52.12	$ 521.20
Styrofoam Cup 12oz 12J12	DCC12J12	10	CASE of 1000	$ 60.38	$ 603.80
Foam Plate 10.25" 3 Comp	DCC10CPWCR	10	CASE of 500	$ 64.23	$ 642.30
Lam. Foam Plate 10.25"	DCC10PWQR	10	CASE of 500	$ 80.57	$ 805.70
Lam. Foam Plate 10.25"	DCC10PHQR	10	CASE of 500	$ 85.87	$ 858.70
Foam Bowl 12oz 12SJ20	DCC12SJ20	10	CASE of 500	$ 52.82	$ 528.20
HOSPECO Maxi thins Pads Folded MT-4	HOSMT4	10	CASE of 250	$ 37.90	$ 379.00
Sanitary Napkin "Maxi Pads" Vending Unit	HOS250IM	10	CASE of 250	$ 23.36	$ 233.60
Tampon "Tampax" Vending Unit	HOST500	10	CASE of 500	$ 72.96	$ 729.60
Wax Sanitary Paper Liner Wall Receptacle - 7.25x3.5x10.25"	HOS260	10	CASE of 500	$ 17.53	$ 175.30
Wax Sanitary Paper Liner Floor Receptacle	HOS6141	10	CASE of 500	$ 18.15	$ 363.00

PART L - MISC ITEMS (continued)

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Personal Sanitary Disposal Bags (#RM98) 8x3x2	HOS260	10	CASE of 500	$ 17.53	$ 175.30
Bottle with trigger spray head	BWK09229EA	20	CASE	$ .59	$ 11.80
Dust Pans (12 1/4 Lx8 1/4 Wx2 5/8 D)	IMP4212	30	CASE of 12	$ 54.48	$ 1,634.40
ARCTIC Relief Triple Ice Melt – 50# - 50/skid	CNV445071SK	500	BAG	$ 480.93	$ 4,907.45
KC-Gray Roll-Towel & Napkin Dispenser #9765	GPC54338	10	EACH	$ 37.28	$ 372.80
JRT Toilet Tissue Dispenser Smoke/Grey #9612	BWK1519	10	EACH	$ 25.38	$ 253.80
KC-Counter Mount Soap Dispenser - #91943	KCC47604	10	EACH	$ 48.89	$ 488.90
Warehouse Broom, Heavy Duty 42" with 1 1/8 diameter Handle	RCP637500GY	20	EACH	$ 16.97	$ 339.40
Rags, Cotton, 50lb. bag	WHD5WK50	4	BAG	$ 71.43	$ 285.72
Spill Control, "Oil Dri" Brand, 50#	OILI05040G50	50	BAG	$ 9.13	$ 456.50
Absorbent, "So Dri" Cat Litter, 50#	N/A	250	BAG	$	$
Clorox Disinfecting Wipes - Fresh Scent 75 sheets #15949	CLO15949CT	150	CASE of 6	$ 31.61	$ 4,741.50
Industrial Strength Herbicide "Weed Killer" 5gal Pail	ATH3635G	5	EACH	$ 165.82	$ 829.10
				PART L – MISC ITEMS TOTAL	$ 22,827.02

PART M – TRASH CAN LINERS

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost	Green Products Cost
24 X 32 BLACK, 16 GAL, HEAVY DUTY, GAUGE .70, 500 PER CS	WHDCXB32H	25	CASE	$ 24.17	$ 604.25	$
38 x 58 BLACK, 60 GAL, HEAVY DUTY, GAUGE 1.50, 100 PER CS	WHDTGG58XH	50	CASE	$ 28.33	$ 1,416.50	$
38 X 65 CLEAR, 60 GAL, HEAVY DUTY, GAUGE 1.50, 50 PER CS	WHDPXC58XXH	100	CASE	$ 19.50	$ 1,950.00	$
45 X 52 BLACK, 55 GAL, HIGH DENSITY, GAUGE .90, 100 PER CS	WHDTGG50	10	CASE	$ 25.22	$ 252.20	$
				PART M – TRASH CAN LINERS TOTAL	$ 4,222.95	

PART A – AIR FRESHENERS TOTAL	$	5,275.47
PART B – GENERAL CLEANERS & REMOVERS TOTAL	$	22,878.55
PART C – FLOOR SPRIPPER, NEUTRALIZER, REMOVAL & WAX TOTAL	$	3,708.20
PART D – BLEACH – LINEN DETERGENT TOTAL	$	5,197.50
PART E – INSECTICIDE TOTAL	$	1,961.20
PART F – GLOVES TOTAL	$	65,812.00
PART G – URINAL BLOCK TOTAL	$	2,353.50
PART H – MOP HEADS & PADS TOTAL	$	1,824.00
PART I – SOAPS TOTAL	$	16,842.55
PART J – TOILET & FACIAL TISSUES TOTAL	$	52,837.35
PART K – TOWELS – HAND & ROLL TOWELS TOTAL	$	61,324.99
PART L – MISCELLANEOUS ITEMS TOTAL	$	22,827.02
PART M – MISCELLANEOUS ITEMS TOTAL	$	4,222.98
BID TOTAL	$	267,065.28

MINIMUM ORDER
WE WILL NOT CONSIDER A VENDOR WHO REQUIRES A MINIMUM ORDER FOR DELIVERY.

FIRM PRICING
Kane County will not pay for any price increase of any item after the contract is awarded. All contracted pricing shall be firm for the duration of the initial two-year contract period.

The maximum percentage of increase for the first renewal (year three) is 8 %
(based upon the initial two years)

The maximum percentage of increase for the second renewal (year four) is 8 %
(based upon the third year)

The maximum percentage of increase for the third renewal (year five) is 8 %
(based upon the fourth year)

Please refer to the next page for Firm Pricing information.

PART M – CATALOG DISCOUNT
The County of Kane is also seeking a percent discount from manufacturer's list price for all other janitorial related items that the County may purchasing throughout the contract term. Bidder shall enter the discount from the manufacturer's list price in the space provided below. This discount shall be applied to all items and parts other than those listed included in this bid document.

Our catalog manufacturer's list price discount percentage is 30 %.

Please list any exceptions or variations in catalog discounts below:

_____

_____

PART A – AIR FRESHENERS TOTAL	$	5,275.47
PART B – GENERAL CLEANERS & REMOVERS TOTAL	$	22,878.55
PART C – FLOOR SPRIPPER, NEUTRALIZER, REMOVAL & WAX TOTAL	$	3,708.20
PART D – BLEACH – LINEN DETERGENT TOTAL	$	5,197.50
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Our catalog manufacturer's list price discount percentage is 30 %.

Please list any exceptions or variations in catalog discounts below:

_____

_____

WAREHOUSE DIRECT®
WORKPLACE SOLUTIONS

Firm Pricing

Warehouse Direct agrees to hold pricing for the first 2 years, with the exception of items that incur documented manufacturer price increases.

Uncertain Supply Chain and freight costs have led to potentially unstable commitments from manufacturers in regards to delivered goods.

Warehouse Direct can commit to only raising impacted items (if any), and will only recoup the documented manufacturer price increase percentage.

Warehouse Direct will provide 30 day notice, and manufacturer documentation of any price increase for prior approval.

Warehouse Direct will also commit to pass along any price decreases from manufacturers, should they occur.

Warehouse Direct will also seek cost avoidance alternates that meet with your approval, should you determine advisable or necessary.

E. Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location.

Will you offer the same pricing to other Kane County municipalities?

YES NO (Circle One)

NOTE: The County of Kane will not be involved in purchasing of services by any other intergovernmental unit (taxing body). The invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Signature _____ **Typed Signature** Rick Schackle

Company Warehouse Direct, Inc.

Address 2001 S. Mount Prospect Road, Des Plaines, IL 60018

Phone# 847-631-7428 **Fax #** 847-956-5815

Federal I.D./Social Security# 36-3036801 **Date** 3/11/2022

JOINT PURCHASING AGREEMENT

The Governmental Joint Purchasing Act, 30 ILCS 525, authorizes certain local government units to purchase personal property and supplies jointly.

Government units are defined as follows. "For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute," 30 ILCS 525/1.

The Act further states (a) "Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act," 30 ILCS 525/2.

Any authorized local unit of government that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited.

By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract not withstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with mutual option for three (3) one-year renewals if agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature John Mayer President Typed Signature John Mayer

Company Warehouse Direct, Inc.

Address/City/State 2001 S. Mount Prospect Road, Des Plaines, IL 60018

Phone # (847) 631-7108 Email johnmoyer@warehousedirect.com

Federal I.D./Social Security # 36-3036801 Date 3/11/22

ACCEPTANCE

The Offer is hereby accepted for the described **JANITORIAL SUPPLIES**.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **22-018**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

3/9/2023
Date

INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.

2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.

3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.

5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case or error in the extension of prices in the bid, the unit prices will govern.

6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

   Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

   GSA Schedule 13 (General Services Administration)
   State of Illinois Central Management Services (CMS)
   Omnia Partners (formerly US Communities & National IPA)
   National Joint Purchasing Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.

8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.

13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.

14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

    Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **WARRANTY.** Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

    Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Vendor represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES** ***(if applicable)***

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/ . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

The Employment of Public Workers on Public Works Act is active and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)
Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS**. Vendor shall pay all royalties and license fees. Vendor shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY**. By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the

State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	$2,000,000
Products and Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Or – Combined Single Limit	$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	$1,000,000
Each Occurrence for Bodily Injury	$1,000,000
Each Occurrence for Property Damage	$1,000,000
Or - Combined Single Limit	$1,000,000

d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits $2,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars ($15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees

hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

29. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

30. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

31. **TERMINATION FOR CAUSE:**

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

32. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

33. **HOLIDAY SCHEDULE:**

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (April 15, 2022), Memorial Day, Juneteenth (June 20, 2022) Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

34. **COMPLAINT AND DISPUTE RESOLUTIONS:**

The vendor and/or his supervision shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

35. BID DEPOSIT - ***(Not Applicable to Bid 22-018)***

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars ($5,000.00) or five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

Bid Deposit for Electronic Submittal

Bid security in the form of a certified check or cashier's check payable to the **KANE COUNTY TRESURER**, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND - ***(Not Applicable to Bid 22-018)***

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

37. FAILURE TO FURNISH BOND - ***(Not Applicable to Bid 22-018)***

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

38. PROPRIETARY INFORMATION - ***(If Applicable)***

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

39. **SECURITY (GENERAL):** - ***(If Applicable)***
A portion of the work will be performed within secured areas.

A. If requested, the Contractor shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
C. The County will require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

SECURITY (ADULT JUSTICE CENTER):

General.

F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.
H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:
I. Check of wants and warrants in Illinois
J. Check of wants and warrant through the National Computer System (NCIC)
K. Check of Computerized Criminal History (CCH)
L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**
M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

O. Contractors acknowledges that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.

P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government Buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.

1. The criminal background history checks will include, but are not limited to the following:
   a. Check of wants and warrants in Illinois.
   b. Check of wants and warrants through the National Computer System (NCIC).
   c. Check of Computerized Criminal History (CCH).
2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

SCOPE OF WORK
For
JANITORIAL SUPPLIES

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from experienced and authorized Vendors to furnish and delivery of janitorial supplies on an "as-needed" basis to various Kane County locations for Kane County Building Management Department.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are not meant to exclude any particular manufacture or brand. The product, delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of sales and services per specifications and requirements. Reference to brand names and part numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item, services and product requirements as specified within this bid document. This is an all-inclusive bid.

III. APPROVED EQUAL:

If and wherever in the specifications reference is made to a brand name, catalog number, or use of a specific description as refer thereto, and etc., it is only for the purpose of establishing a grade and quality. Since Kane County does not wish to rule out other brands, an "approved equal" is acceptable if vendor has provided information for staff to verify the product is an equal. If "**NO SUBSTITUTION**" is stated, only the specified product will be acceptable. Kane County will be the sole judge as to acceptability of an "**Approved Equal**". Vendors shall provide sample of an approved equal or alternate products free of charge to the county upon request for determination of acceptability.

IV. GENERAL REQUIREMENTS:

Vendor shall maintain sufficient inventory on hand to cover the general needs of the County.

Delivery of orders for the enclosed list of items shall be made within two (2) days following the County's request or receipt of purchase order, provided the request is made prior to 12 p.m. *Due to limited storage capacity, all janitorial supply items will be ordered on an "as-needed" basis with* ***no minimum orders.*** There is absolutely no delivery after 3:30 p.m. to any location.

Kane County requires the selected Vendor(s) upon request to furnish an up-to-date product safety sheets (MSDS) and shall deliver at no charge samples of any or all products to Kane County.

Vendor shall include on the Offer to Contract form: their ordering part number, unit of measure if different than specified, quantities per case or box, indicate name of substituted product or "Approved Equal" and/or Green item as submitted on the bid. All cases must have printed details of the content.

All properly authorized purchases and services of the County of Kane will have evidence by the issuance of purchase orders. Please be advised that any invoice received by the County of Kane not referencing a purchase order number may not be accepted as a valid County obligation.

V. ENVIRONMENTALLY PREFERED PRODUCTS:

Environmentally preferable purchasing is helping the County deliver products and services to its facilities and residents in a sustainable manner that is the most efficient and cost effective. Kane County encourages the cooperation of its vendors in identifying and providing green products that are of equal or greater in value and higher level of function and performance, which is safer for human health and the environment.

A green product is identified as having the following characteristics: environmentally friendly, reduced toxicity, re-usability, energy efficiency, made with recycled content, biodegradability, and having an eco-responsible packaging. Vendor can reference products standard of approval as set forth by Green Seale, Eco Logo, and Environmental Protection Agency.

Kane County will evaluate and consider all available green products meeting the required standard quoted on this bid.

VI. PRICING:

Pricing shall be for the estimated quantities listed. If the Offeror's packaging quantities, and measurements differ from those listed, it shall be the Offeror's responsibility to convert their pricing to reflect those packaging quantities, unit of measure, and quantities requested on the County's bid items as required per specification. Vendors shall respond using only the County's Offer to Contract Form, completely filled out for items submitted.

Vendors are required to list or indicate all green products submitted on this bid.

Price per item shall be all-inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, fuel charges, freight or handling charges and any other costs associated with providing the product unless specified directly on the Offer to Contract Form.

Vendors shall make Kane County aware of all programs (e.g., manufacturer incentives, rebates, compatible or alternate supply items, etc.) that can be offered to the County for additional savings.

All damaged janitorial supplies received by Kane County are to be credited, exchanged or replaced upon their return or picked up by the Vendor. Kane County will not pay any restocking fees or freight charges for supplies that have been received damaged. Vendors shall provide adequate delivery/sales tickets and other documentation at the time of delivery. An authorized receiving person must sign all delivery/sales tickets.

Kane County will not pay for any price increase of any items after contract is awarded. Vendors shall submit their price per each item accordingly as all contracted pricing must be firm for the duration of the initial two-year contract period.

Upon renewal, the Vendor must notify the County or Building Management Department of any increase or decrease in cost of any items awarded and shall obtain approval before delivery or request removal of janitorial items.

Prices quoted are for inside delivery, F.O.B. destination to the following locations and other County locations as listed on purchase order at no charge. Kane County will not pay for fuel surcharges or any other charges after contract is awarded.

Kane County Government Center
719 S. Batavia Ave.
Geneva, IL 60134

Kane County Old Courthouse
100 S. Third Street
Geneva, IL 60134

Kane Division of Transportation
41W011 Burlington Rd.
St. Charles, IL 60175

Kane County Circuit Clerk/Branch Court
530 & 540 S. Randall Rd.
St. Charles, IL 60175

Kane County Health Department
1750 Grandstand Place
Elgin, IL 60120

Kane County Sheriff Department & Jail
37W755 Illinois Route 38
St. Charles, IL 60175

Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

Kane County Juvenile Justice Center
37W655 Rt. #38
St. Charles, IL 60175

Kane County Judicial Center
37W777 Illinois Route 38
St. Charles, IL 60175

Kane County Health Department
1240 N. Highland Ave.
Aurora, IL 60506

Kane County Court Services
1330 N. Highland Avenue
Aurora, IL 60506

Kane County Multi-Use Facility
37W755 Illinois Route 38
St. Charles, IL 60175

VII. ESTIMATED QUANTITIES:

Estimated quantities within this bidding documents are intended to inform the Bidders of approximate annual requirements and are not a guarantee purchase volume. The County may purchase as little as zero percent (0%) of each item or exceed as much as one hundred percent (100%) of the forecasted or estimated quantities.

VIII. AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder providing variety of janitorial items meeting specifications and contract requirements. Kane County reserves the right to make multiple awards or adds additional products and service locations if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois.

It is recommended that Vendors quote the list and optional green products as available in their entirety. If Vendors do not quote on an item or cannot supply it, please write "***NO BID***" in the space provided. All spaces must be filled out.

Determination of the responsive and successful bidder will be based upon the selection and evaluation of comparable items selected from each bidder's response or at the discretion of the County.

XI. CONTRACT

A. Contract Terms:

This is a two (2) year contract commencing after contract execution date, with option to extend for three (3) additional one-year renewal periods, if mutually agreed upon by both parties. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands and add additional services. This contract is contingent on services and performance.

X. SUBMITTAL INSTRUCTIONS

A. Offer to Contract Form

Vendors are required to use the Offer to Contract Form (Pages 19 through 32) to submit a response. This form must be signed and the bond must be included along with required references. Submit a statement of Qualification and Experience of Account Manager providing or directly engaged in the performance of similar services.

B. Response

An original bid response, marked as "**original**", one paper copy and one (1) electronic copy on a CD or Flash Drive in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**22-018 Janitorial Supplies**". Your bid response may be mailed or hand delivered prior to the deadline of **March 31, 2022 at 3:30 p.m. CST to:**

County of Kane
Purchasing Department,
719 South Batavia Avenue Bldg. A Rooms 210, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.
LATE BIDS CANNOT BE ACCEPTED!

REFERENCES

JANITORIAL SUPPLIES
For
KANE COUNTY, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Warehouse Direct, Inc.

1. Organization: Downers Grove Grade School District 58
   Address: 1860 63rd St.
   City, State, Zip Code: Downers Grove, IL 60516
   Telephone Number: 630-719-5859
   Contact Person: Geoff Neustadt
   Date of Project: _____

2. Organization: Consolidated Community District # 47
   Address: 300 Commerce Drive
   City, State, Zip Code: Crystal Lake, IL 60014
   Telephone Number: (815) 788-5069
   Contact Person: Mark Herron
   Date of Project: _____

3. Organization: Community School District 218
   Address: 10701 S. Kilpatrick Avenue
   City, State, Zip Code: Oak Lawn, IL 60453
   Telephone Number: 708-424-2000 Ext. 2551
   Contact Person: Rodger Ford
   Date of Project: _____

4. Organization: Schaumburg CCSD 54
   Address: 524 E. Schaumburg Road
   City, State, Zip Code: Schaumburg, IL 60194
   Telephone Number: 847-354-5000
   Contact Person: Julie Raio
   Date of Project: _____

2001 S. Mount Prospect Rd.
Des Plaines, IL 60018
Phone: (800) 600-0065
Fax: (800) 600-0068
www.warehousedirect.com

Contractor Disclosure

As of March 9, 2022, Warehouse Direct, Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any County Elected Official countywide within the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Warehouse Direct, Inc.:

Kenneth Johnson..... 51%
2001 S. Mount Prospect Road
Des Plaines, IL 60018

Kevin S. Johnson..... 49%
2001 S. Mount Prospect Road
Des Plaines, IL 60018

Officer *John Moyer*
Title *President*

March 11, 2022
Date

Subscribed and Sworn this 11th day of March, 2022

Notary Public

"OFFICIAL SEAL"
DANA M. MORIMOTO
Notary Public, State of Illinois
My Commission Expires 06/12/23

WAREHOUSE DIRECT
WORKPLACE SOLUTIONS

2001 S. Mount Prospect Rd.
Des Plaines, IL 60018
Phone: (800) 600-0065
Fax: (800) 600-0068
www.warehousedirect.com

Familial Relationship Disclosure

As of March 9, 2022, Warehouse Direct, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institute, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000. Fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

President

Officer *John Moyer*
Title *President*

March 11, 2022
Date

Subscribed and Sworn this 11th day of March, 2022

Notary Public

"OFFICIAL SEAL"
DANA M. MORIMOTO
Notary Public, State of Illinois
My Commission Expires 08/12/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Service Team PHONE (A/C, No, Ext): 708-845-3917 FAX (A/C, No): 708-845-3001 E-MAIL ADDRESS: Certificates@thehortongroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Insurance Company of Florida	10948
INSURER B : Nationwide Mutual Insurance	23787
INSURER C : Nationwide Mutual Fire Insurance Company	23779
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WAREDIR-01
Warehouse Direct, Inc.
2001 S. Mount Prospect Road
Des Plaines IL 60018

COVERAGES CERTIFICATE NUMBER: 2068250833 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	MPA000000051652Y	9/28/2021	9/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA 000000051663Y	9/28/2021	9/28/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CMB000000051661Y	9/28/2021	9/28/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC000000063118Y	9/28/2021	9/28/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respects to the general liability on a primary and non-contributory basis and primary basis on the auto liability only when required by written contract.Umbrella follows form over the additional insureds on the general liability and auto liability. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.

CERTIFICATE HOLDER

County of Kane
719 S. Batavia Avenue
Geneva IL 60134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CG-7355
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
"Borrowed Equipment" Property Damage Liability	Included	5
Damage to Premises Rented to You	$500,000	6
Elevator Property Damage Liability	$5,000 per occurrence/$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	$5,000 bail bonds, $500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	$25,000 per occurrence/$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

1. **ADVERTISING INJURY REDEFINED**

Paragraphs **14.d.** and **e.** of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential "bodily injury" arising out of one or more of the following offenses:

d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, televised or videotaped publication in any manner of material that violates a person's right to privacy;

Paragraphs **b.** and **c.** of **2. Exclusions** under **Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

b. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

2. **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU**

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom "you" are performing operations, only as specified under a written contract or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured but only as specified under the written contract or agreement. A person's or organization's status as an insured under this endorsement ends the earlier of when "your" on-going operations for that insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.

B. The insurance provided to an additional insured by this Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract or agreement referenced in Paragraph **A.** above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph **A.** above, whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

a. This insurance does not apply if the written contract or agreement referenced in Paragraph **A.** above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.

b. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

3. **BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such "bodily injury" or "property damage" was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:

a. The exceptions contained in Subparagraphs (4) or (6); or

b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" that occurs before the execution by all parties of the contract or agreement referred to above.

b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:

(1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury" or "property damage" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.

(2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. Other Insurance

(1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

(2) Even if the requirements of paragraph **d.** (1) are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

4. **BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

B. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.

C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section **A.** above, whichever is less.

E. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **E.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

A. SECTION II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.

B. This insurance for such manager or lessor additional insured does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
3. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
4. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
5. The additional insured's obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:

1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.

D. For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

E. Other Insurance

1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this Insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **E.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

6. BLANKET ADDITIONAL INSURED – PERMITS

A. Section II – Who Is An Insured is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place before the effective date of the permit;
2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such additional insured by this Blanket Additional Insured – Permit coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph **A.** above or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.

D. Other Insurance

1. If specifically required by the permit or authorization referenced in paragraph **A.** above or by the written contract or agreement referenced in paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs **(3)** and **(4)** of Exclusion **j.** of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section **7.** is $5,000 for any one "occurrence" and $10,000 annual aggregate and is subject to a $250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion **j.(6)** under **j. Damage to Property** of **2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.

c. Paragraph **6.** under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph **6.** of **Section III – Limits of Insurance** is the greater of $500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph **5.** of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph **(6)** of exclusion **j.** of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is $5,000 any one occurrence and $10,000 annual aggregate and is subject to a $250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

10. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I – Coverage A** is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

a. Paragraph **2.a.(1)d.** of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

12. INSURED CONTRACT

Paragraph **9.** of **Section V – Definitions** is replaced by the following:

9. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises, or the contents thereof, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS**, Paragraph **2.a. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in **Section IV CONDITIONS**, Paragraph **2.b. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in **A.** or **B.** above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.

14. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15. MEDICAL PAYMENTS

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

a. $15,000; or

b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

16. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

17. MOBILE EQUIPMENT REDEFINED

Under **Section V – Definitions**, Item **12.** Paragraph **f.(1)(a), (b)** and **(c)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

a. In paragraph **3.a.** of **Section II – Who Is An Insured**, 90th day is changed to 180th day.

b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19. NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

20. NON-OWNED AIRCRAFT

Exclusion **g.** of **Section I – Coverage A** does not apply to an aircraft provided:

(a) It is hired, chartered or loaned with a paid crew;

(b) It is not owned by an insured;

(c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and

(d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance:**

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

21. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g.** of **Section I – Coverage A** is deleted and replaced with the following:

(2) A watercraft you do not own that is:

a. Less than 51 feet long; and

b. Not being used by the insured to carry persons or property for a charge.

22. PERSONAL INJURY – BROAD FORM

a. Paragraph **14.b.** of **Section V – Definitions** is replaced by the following:

b. Malicious prosecution or abuse of process;

b. Definition **14** of **Section V – Definitions** is amended by the addition of the following:

h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts or omissions of:

(a) The insured;

(b) Any executive officer, director, stockholder, partner or member of the insured; or

(c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

c. Paragraphs **a.** and **b.** above do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

23. SUPPLEMENTARY PAYMENTS

Paragraphs **b.** and **d.** of Supplementary Payments – **Section I Coverage A and B** are replaced by the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "bodily injury" coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph **6.** of **Section IV – CONDITIONS**:

d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for "property damage" to the property of others provided:

1. Such "property damage" occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such "property damage" arises out of "your work" away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

1. Subject to a $50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of "property damage", to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one "occurrence" is a $25,000 "Occurrence" Limit regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The "Occurrence" Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.
2. The Annual Aggregate of this Voluntary Party Damage coverage is the most we will pay for all "property damage" to which the Voluntary Property Damage coverage provided by this endorsement applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of $500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
   a. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "suits" seeking those damages; and
      (2) Your duties in the event of any "occurrence", claim or "suit";

      apply irrespective of the application of the deductible amount.
   b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph **2. EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs **(3)**, **(4)** and **(5)** of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph **A. INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:

   The insurance provided by this coverage does not apply to "property damage":

   a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
   b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
   c. To property owned by, or rented by, an insured or any "employee" of the insured.
   d. To property that is money and securities.
   e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

(a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or

(b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contact formed or executed after performance has begun.

CG-7346
(Ed. 7-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING PRIOR TO THE LOSS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, (Condition 8, under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, we have no right to seek recovery of all or any part of such payment against any person or organization with whom the insured has agreed in writing prior to the loss not to seek recovery of such payments.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person: Blanket

Organization Name: Blanket

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/28/2021 Policy No. WC000000063118Y Endorsement No.

Insured Warehouse Direct Inc Premium Included

Insurance Company Countersigned by_____

Harleysville Worcester Insurance Company

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

NPS

3303 Spirit Way
Green Bay, WI 54304

800-558-5066
f 920-983-0291

www.npsholdings.com

May 19, 2022

RE: July 1st Price Increase

Dear Valued Customer,

As inflationary pressures continue to affect all aspects of the Away-From-Home Market, it is necessary for NPS to increase pricing as noted below:

- **Effective July 1, 2022** NPS is implementing a price increase of 15% for all Napkin, Towel, Tissue, Wiper, and Dispenser products.
- Current prices will apply to orders placed on or before June 30, 2022 (immediate shipment required). Orders received on July 1, 2022 and after will be invoiced at the new pricing.
- Contracts will be increased at time of renewal. Based on current market conditions, contracts will be extended for a maximum of 90 days.

Please make a note of the new information. You will receive your new price list shortly.

If you have any questions, please contact your NPS Sales Representative. Thank you for your business and the continued support during this unprecedented time.

Sincerely,

Joe Durkin
Vice President of Sales

COLONIAL BAG CORP.

205 E. FULLERTON CAROL STREAM, IL. 60188
800-445-7496 FAX (630)-690-1571

May 26, 2022

Notice of Price Increase

Ken Beville
Warehouse Direct

Dear Ken,

Our resin suppliers continue to raise prices and have implemented the previously announced May escalation. Tight supplies, increased global energy costs and all other associated manufacturing costs continue to fuel these cost increases.

Because of these resin escalations, Colonial Bag is increasing the price for all **Linear Low Density, High Density, *Degrade-Away*** and **Hi/Lo** products by **6%** effective with orders placed on or after **July 1, 2022**.

We continue to work with our suppliers, operations, and product developers to limit the impact of raw material increases. Please contact me if you have any questions regarding this notice.

Thank you for your continued support of Colonial Bag and your understanding of this matter.

Sincerely,

Mark Hosticka
Vice President Sales

Kruger Products | AWAY FROM HOME

Head Office

Kruger Products (USA) Inc.
2 Prologis Boulevard, Suite 500
Mississauga ON Canada
L5W 0G8

Tel.: 905-812-6900
Fax: 905-812-6910

Date: May 26, 2022
To: All Kruger Products Away From Home U.S. Customers
Subject: Price Increase Announcement

Dear Kruger Products AFH Customer,

Kruger Products continues to experience cost escalation on several inputs including fiber (pulp and recycled fibers), corrugated and resin-based packaging, transportation, and other commodities. As such, we will be increasing contracts and select list prices up to 15% as of August 1st, 2022. Please note that select contracts, products and categories may be subject to higher increases.

All orders submitted prior to July 15, 2022, with an expected delivery date no later than July 30, 2022, will be invoiced at current pricing. Orders submitted prior to July 15, 2022, but with an expected delivery date after July 30, 2022, or later will receive the new pricing. In July, your orders will be limited to 1/12th of your annual purchases.

Updated into-stock and contract pricing (if applicable), will be sent to you in June.

Please note that we will be increasing our pallet pricing to $8 USD effective July 1st, 2022. A formal letter will be provided under a separate cover. In addition, we are in the process of reviewing our payment terms policy.

Your Kruger Products representative will be available to discuss the new pricing. Thank you for your business and continued support.

Sincerely,

Derek Gracias
Vice-President, AFH Sales and Marketing
Away from Home Business

PERFORMANCE IN EVERY FIBER™

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-208

AUTHORIZING PURCHASE OF MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, EQUIPMENT, AND RELATED PRODUCTS AND SERVICES FOR THE BUILDING MANAGEMENT DEPARTMENT (CONTRACT# R240808)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the OMNIA MICPA, public purchasing contract (Contract No. R240808) to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services therefore from Grainger; and

WHEREAS, the term of OMNIA's Grainger contract (No. R240808) is through October 31, 2027 with two additional one-year renewals through October 31, 2029; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Building Management Department is authorized to enter into a joint purchasing agreement with OMNIA (under Contract No. R240808) and Grainger for the purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through its current term ending October 31, 2027, and further authorizes the Building Management Department to exercise the available renewal options for up to two (2) additional one-year periods through October 31, 2029, provided the services continue to meet the operational needs of the County and funding is available; and

BE IT FURTHER RESOLVED the Kane County Building Management Department is hereby authorized to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through OMNIA's Grainger Contract No. R240808 for a sum not-to-exceed Two Hundred Thousand Dollars ($200,000).

BE IT ALSO FUTHER RESOLVED by the Kane County Board that Two Hundred Thousand Dollars ($200,000) is hereby appropriated from Repairs and Maint- Buildings #(001.080.080.52110), Repairs and Maint- Equipment #(001.080.080.52160), Various to pay for the Building Management Department Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services procurement from Grainger under Contract No. R240808.

Line Item: 001.080.080.52110, 001.080.080.52160, Various
Line Item Description: Repairs and Maint- Buildings, Repairs and Maint- Equipment, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services for the Building Management Department (Contract#R240808)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Building Management to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through OMNIA's Grainger Contract in an amount not to exceed $200,000 per fiscal year.

Region 4 Education Service Center (ESC)

Contract # R240808

for

Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related products and Services

with

W.W. Grainger, Inc.

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and **W.W. Grainger, Inc.,** effective November 1, 2024:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2024 by and between W.W. Grainger, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
      v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or

vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. In all instances, Contractor's liability is limited to the cost of the product or service that gave rise to the claim.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation or as otherwise mutually agreed upon. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination. Standard ground freight shipments are paid by ~~Grainger~~ Contractor on all catalog product orders, unless otherwise stated, to the customers place of business within the contiguous United States. All other charges imposed by the carrier related to the shipments outside the contiguous United States are paid by Region 4 ESC ~~Members~~, unless otherwise agreed to in writing by Contractor. Region 4 ESC ~~Members are~~ is responsible for all freight charges for Sourced Products. Non-standard shipping charges are calculated at the time of order.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination, following consultation with Contractor, to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment terms are NET 30 and shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Contractor may, based on market conditions, request adjustments to its contract catalog product pricing. All price increase request must be supported by documentation such as, a formal cost justification letter. Price increases must be approved by Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location

designated by Region 4 ESC. In all instances, should contract pricing discrepancies be identified by either party, once validated by both parties, Contractor shall promptly refund amount identified.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is similar to the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is discounted similarly to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: W.W. Grainger, Inc.

Address: 100 Grainger Parkway

City/State/Zip: Lake Forest, IL 60045

Telephone No.: 720-988-7669: POC | 800-472-4643 Customer Support

Email Address: Ken.white@grainger.com: POC | Customersupport@grainger.com

Printed Name: Ken White

Title: National Government Sales Manager

Authorized signature: Ken White

Accepted by Region 4 ESC:

Contract No. R240808

Initial Contract Term 11/1/2024 to 10/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

10/29/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

10/29/2024
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

˜ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note:*

If none are listed below, it is understood that no exceptions/deviations are taken.)

X Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Proposed modifications are underlined. Requested exceptions are noted with ~~strikethrough~~.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
NOTICE TO OFFEROR Solicitation Number 24-08 III. INSTRUCTIONS TO OFFERORS 1. Key Definitions.	Additional language defines Contract Reference Price, which is Offerors/Contractors list price for its contract customers. Modified definition of "Offeror" to align with definition of "Contractor" as both are one and the same throughout the RFP.	**Contract Reference Price**: Contract Reference Price or CRP means Offeror's market-based, non-discounted price then in effect for its contract catalog product, inclusive of all standard warranties and end-user support, as published on Offeror's secured website or in product catalogs or price lists distributed by Offeror to its contract customers. All reference to "List Price", "Catalog Price" or "Price List", and "Manufacturers Suggested List Price" will be construed as Offeror's Contract Reference Prices. **Offeror**: ~~A supplier submitting a proposal in response to a solicitation.~~ Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.	Accepted
NOTICE TO OFFEROR	Additional language provides option to	18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after	

Solicitation Number 24-08 III. INSTRUCTIONS TO OFFERORS 18. Samples.	modify "furnished" timeline should issues arise that prevent Offeror from complying with 7 day delivery requirement.	receiving notice of such request or as otherwise mutually agreed upon. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law.	Acepted
NOTICE TO OFFEROR Solicitation Number 24-08 V. PRICING – ELECTRONIC PRICE LISTS 1. Market Basket.	Modified language to clarify annual review and product pricing process.	1. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Region 4 and Participating Public Agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Market Basket product content and pricing will be reviewed and adjusted, as mutually agreed upon, annually. Pricing for Market Basket items shall be available to all Participating Public Agencies. The Market Basket is included as Appendix E. Offerors do not need to be able to provide every item listed in the Market Basket or Market Basket as annually reviewed if Contractor ~~they are~~ does not carry ~~it~~ the item or mutual agreement on pricing cannot be reached.	Accepted
NOTICE TO OFFEROR Solicitation Number 24-08 V. PRICING – ELECTRONIC PRICE LISTS 4. Category Discounts.	Additional language clarifies category discounts are applied to "price list specified" at time of sale and that categorization of catalog product rests solely with Offeror.	4. Category Discounts – Offerors shall offer pricing for products based on a discount off a price list specified, i.e., wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E. Contract pricing shall be determined by applying Offeror's Category Discounts to Offeror's price list specified for the product at time of purchase. In all instances, categorization of Offeror's catalog product rests solely with Offeror.	Accepted
NOTICE TO OFFEROR Solicitation Number 24-08 V. PRICING – ELECTRONIC PRICE LISTS 7. Federal Funding Pricing.	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Offeror with advance notice of federal regulations that will apply to the federally funded procurement.	7. Federal Funding Pricing – Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. In all instances, Offeror shall be notified by Participating Agency when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess	Accepted

		whether Offeror can comply with applicable federal terms.	
NOTICE TO OFFEROR VI. EVALUATION PROCESS AND CRITERIA 2.a) Products/Pricing. Subsection iii.	Edits remove reference to "Manufacturers Suggested List Price", which term and/or definition is not relevant to this RFP, while leaving reference to "NET Price", which is relevant to this RFP.	• ~~Manufacturers Suggested List Price and~~ Net Price	Accepted
NOTICE TO OFFEROR VI. EVALUATION PROCESS AND CRITERIA 2.a) Products/Pricing. Subsection xv.	Additional language clarifies that "Not to Exceed Pricing" may be adjusted in accordance with Contract terms and conditions.	xv. Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted, unless a price adjustment, in accordance with contract terms and conditions, is mutually agreed upon. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.	Accepted
APPENDIX A DRAFT CONTRACT 11) TERMINATION OF CONTRACT c) Delivery/Service Failures.	Additional language defines scope of liability to which Contractor is exposed to should this term be triggered.	c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. In all instances, Contractor's liability is limited to the cost of the product or service that gave rise to the claim.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 11) TERMINATION OF CONTRACT e) Standard Cancellation.	Additional language makes "Standard Cancellation" mutual.	e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation or as otherwise mutually agreed upon. After the 30th business day all work will cease following completion of final purchase order.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 14) Delivery.	Additional language clarifies delivery timeline, which may be extended based on scenarios that, for example, may include 3rd party shipping or	14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not	

	delay due to product back order. Edits also include Contractor standard shipping terms and conditions.	acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and ~~shall be included in all pricing~~ offered ~~unless otherwise clearly stated in writing. Standard~~ ~~ground~~ freight shipments are paid by Contractor Grainger on all catalog product orders, unless otherwise stated, to the customers place of business within the contiguous United States. All other charges imposed by the carrier related to the shipment and shipments outside the contiguous United States are paid by Region 4 ESC OMNIA Partners Members, unless otherwise agreed to in writing by Contractor Grainger. Region 4 ESC Members are responsible for all freight charges for Sourced Products. Non-standard shipping charges are calculated at the time of the order.	Accepted with changes in MAD
APPENDIX A DRAFT CONTRACT 15) Inspection & Acceptance.	Additional language requires "consultation" as each "defective" or "incorrect material" scenario may require return/replacement instructions unique to the product procured.	15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination, following consultation with Contractor, to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 16) Payment.	Additional language defines Contract payment timeframe.	16) Payments. Payment terms are NET 30 and shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 16) Price Adjustments.	Modifications remove price adjustment language that appears to not be applicable to this type of Contract while preserving Region 4 ESC requirement to approve such requests and Contractor's requirement to justify such a request.	17) Price Adjustments. ~~Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval.~~ Contractor may, based on market conditions, request adjustments to its contract catalog product pricing. All price increase~~s~~ requests must be supported by ~~manufacturer~~ documentation such as, ~~or~~ a formal cost justification letter. Price increases must be approved by Region 4 ESC. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC~~. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	Accepted in MAD
APPENDIX A	Additional language memorializes	18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all	

DRAFT CONTRACT 18) Audit Adjustments.	Contractor's requirement to refund validated overcharge amounts while removing language, "materially inconsistent", that is vague, overly broad, and presents risk, without limit, to Contractor.	purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. ~~Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. In all instances, should contract pricing discrepancies be identified by either party, once validated by both parties, Contractor shall promptly refund amount identified.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 19) Discontinued Product.	Modifications remove language that cannot be accepted absent an understanding of the specific "discontinued product" scenario.	19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is similar ~~the same or greater than~~ to the discontinued model.	Accepeted in MAD
APPENDIX A DRAFT CONTRACT 20) New Products/Services.	Modifications remove language that cannot be accepted absent an understanding of the specific "new product/services" scenario.	20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly ~~or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 21) Options.	Modifications remove language that cannot be accepted absent an understanding of the specific "options" scenario.	21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is ~~priced at a~~ discounted similarly to other options; 2) the option is an enhancement to the unit that improves	Accepted in MAD

		performance or reliability.	
APPENDIX A DRAFT CONTRACT 30) Indemnity.	Modifications clarify application of "indemnity" terms to third-party claims and Contractor's role and responsibilities for Contractor related acts or omissions that will trigger these terms.	30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Accepted in MAD
APPENDIX D Exhibit A Response for National Cooperative Contract 1.4 Award Basis Second Section.	Modifications clarify that "Supplemental Agreements" will not continue beyond expiration of the Master Agreement absent purchase orders issued by Participating Agency and accepted by Supplier prior to expiration of the Master Agreement.	All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement provided purchase orders for Participating Agencies were issued and accepted by Supplier ~~to purchase orders may exceed the term of the Master Agreement if the purchase order is issued~~ prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for such sales ~~that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired~~.	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 1.5 Objectives of Cooperative Program Subsection B.	Modification clarifies Supplier's Master Agreement marketing strategy.	B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 2.1 Corporate Commitment.	Modifications clarify Supplier's corporate commitment to promoting Contract.	Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" ~~strategy~~ strategies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market strategies" to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners	Accepted in Exhibit A

		and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	
APPENDIX D Exhibit A Response for National Cooperative Contract 2.2 Pricing Commitment.	Modifications clarify that Supplier's contract catalog offering provides each Participating Entity with access to contract product at its lowest price point, absent customer specific pricing, such as volume discounts, offered other Participating Public Agencies.	Supplier commits the not-to-exceed pricing for its catalog product provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent other contract authorized Participating Public Agency customer specific discounts. ~~nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 2.3 Sales Commitment.	Modifications clarify Supplier's commitment to marketing Contract.	Supplier commits to aggressively market the Master Agreement as one of its go to market ~~strategy~~ strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection B.i.	Modifications clarify Supplier's corporate commitment to promoting Contract.	Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market ~~strategy~~ strategies within first 10 days	Accepted in Exhibit A
APPENDIX D Exhibit A Response for	Modification removes requirement to provide Supplier's other contract customer confidential and	D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. ~~Include a list of current cooperative contracts (regional and national)~~	Accepted in Exhibit A

National Cooperative Contract 3.3 Marketing and Sales. Subsection D.	proprietary information.	~~Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~	
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection F.ii.	Modification to language removes reference to "Best" government pricing, which based on the scope and breadth of Supplier's contract customer base, and uniqueness of each customer contract negotiated, cannot be made here.	~~Best government pricing~~ Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection K.	Modification removes language that Supplier cannot comply with, while inserting language that Supplier can comply.	State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sales. ~~Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.~~	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection M.	Modifications reflect Supplier's inability to "guarantee" annual minimum Contract sales, while also affirming Supplier's commitment to promoting this Contract to Public Agencies.	$ 0.00 in year one $ 0.00 in year two $ 0.00 in year three ~~To the extent~~ Supplier does not guarantees minimum Contract Sales but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers ~~the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract	Modifications reflect terms to which Supplier can/will comply.	ii. If competitive conditions require ~~pricing lower than the standard Master Agreement not to exceed pricing~~, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. ~~iii. Respond with pricing higher than Master~~	Accepted in Exhibit A

3.3 Marketing and Sales. Subsection N.		~~Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~ ~~iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~ ~~Detail Supplier's strategies under these options when responding to a solicitation.~~	
Exhibit B Administration Agreement, Example Administrative Fee, Reporting & Payment Section 12.	Modification adds "additional freight charges" to the list of charges not applicable when calculating Supplier's administrative fees.	An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, additional freight charges, and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.	
Exhibit B Administration Agreement, Example Administrative Fee, Reporting & Payment Section 14.	Modification adds language that exempts "Administrative Fees" subject to dispute from late fee interest.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due, absent Administrative Fees subject to dispute between the parties, shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	
Exhibit B Administration Agreement, Example	Modifications balance application of terms while removing language that is vague, overly broad, and presents risk, without	15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports	

Administrative Fee, Reporting & Payment Section 15.	limit, to Supplier.	submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at ~~the~~ a location mutually agreed upon by the parties ~~designated by OMNIA Partners~~. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to validate ~~resolve~~ the discrepancy and resolve to the parties ~~OMNIA Partners'~~ reasonable satisfaction~~, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit~~.	
Exhibit F Federal Funds Certifications Federal Certifications To Whom It May Concern #1.	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Contractor with advance notice of federal regulations that will apply to the federally funded procurement.	Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Offeror shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement. This form should be completed and returned.	Accepted
Exhibit F Federal Funds Certifications Federal Certifications Appendix II to 2 CFR Part 200 Sections (D) Davis-Bacon Act and (E) Contract Work Hours and Safety Standards Act #2.	Offeror's ability to comply with these regulations is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined.	Does offeror agree? Cannot certify compliance absent opportunity specific information. Initials of Authorized Representative of offeror.	Accepted

Exhibit F Federal Funds Certifications Federal Certifications Certification of Compliance with Buy America Provisions #3.	Offeror's ability to comply with this regulation is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined.	The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES: □ Cannot certify compliance absent opportunity specific information.	Accepted
Exhibit F Federal Funds Certifications Federal Certifications Federal Transit Administration (FTA) and Department of Transportation (DOT) - Buy America: Certification Requirement for Procurement of Steel or Manufactured Products #4.	Offeror's ability to comply with this regulation is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined.	The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. Check for YES: □ Cannot certify compliance absent opportunity specific information.	Accepted
Exhibit F Federal Funds Certifications Federal Certifications #5.	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Offeror with advance notice of federal regulations that will apply to the federally funded procurement.	Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Offeror is notified when federal funds will be used to procure product under the terms of this Contract and afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement.	Accepted
Exhibit F Federal Funds Certifications Federal Transit Administration (FTA) and Department of Transportation	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Contractor with advance notice of	Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation provided, Offeror is notified when federal funds will be used to procure product under the terms of this Contract and afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement.	Accepted

(DOT) Special Conditions #6.	federal regulations that will apply to the federally funded procurement.		

Please see attached Main Doc RFP 24-08 Suppliers, Equipment, and Related Products and Services for a redlined PDF version of the exceptions/modifications to terms and conditions presented above.

24-08 Addendum 4
W.W. Grainger, Inc.
Supplier Response

Event Information

Number:	24-08 Addendum 4
Title:	Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Type:	Request for Proposal
Issue Date:	5/15/2024
Deadline:	6/27/2024 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

W.W. Grainger, Inc. Information

Contact: Ken White
Address: 100 Grainger Parkway
Lake Forest, IL 60045-5201
Phone: (800) 472-4643
Email: Ken.White@grainger.com
Web Address: Grainger.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ken White
Signature

ken.white@grainger.com
Email

Submitted at 6/27/2024 11:24:10 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Grainger RFP 24-08 Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Grainger Region 4 ESC RFP Appendix B Terms and Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C, Doc #1 Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Appendix C, Doc #2 Antitrust Certification Statements TC2155.05.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Exemption Documentation_Form 1295_Grainger 2023 AR (1).pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Appendix C, Doc #4 TC2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

RFP 24-08 Market Basket

Grainger Complete_24-08_MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add

FInal Grainger Value Added Services.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Submit FEIN and Dunn & Bradstreet report.

W.W. Grainger Inc.-DUNS005103494_02-12-2024.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications

Small Business Certifications.pdf

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Grainger RFP 24-08 OMNIA Partners - Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

Grainger RFP 24-08 OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

MRO Addendum

Grainger AD 1 and 2.pdf

Response Attachments

Grainger Warranty Return Policy and Sourcing Terms.pdf

Grainger Warranty Return Policy and Sourcing Terms

WWG 2023 Annual Report.pdf

WWG 2023 Annual Report

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 Shipping Costs

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

[redacted]

7 **Warranty Pricing**

Provide pricing for warranties on all products and services.

[redacted]

8 **Describe any return or restocking fees.**

[redacted]

9 **Describe any installation charges and when they are applicable.**

[redacted]

10 **Discounts or Rebates**

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

[redacted]

11 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

[redacted]

12 **Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

[redacted]

13 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

[redacted]

14 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

[redacted]

15 **Not to Exceed Pricing**

[redacted]

16 **Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.**

17 **Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

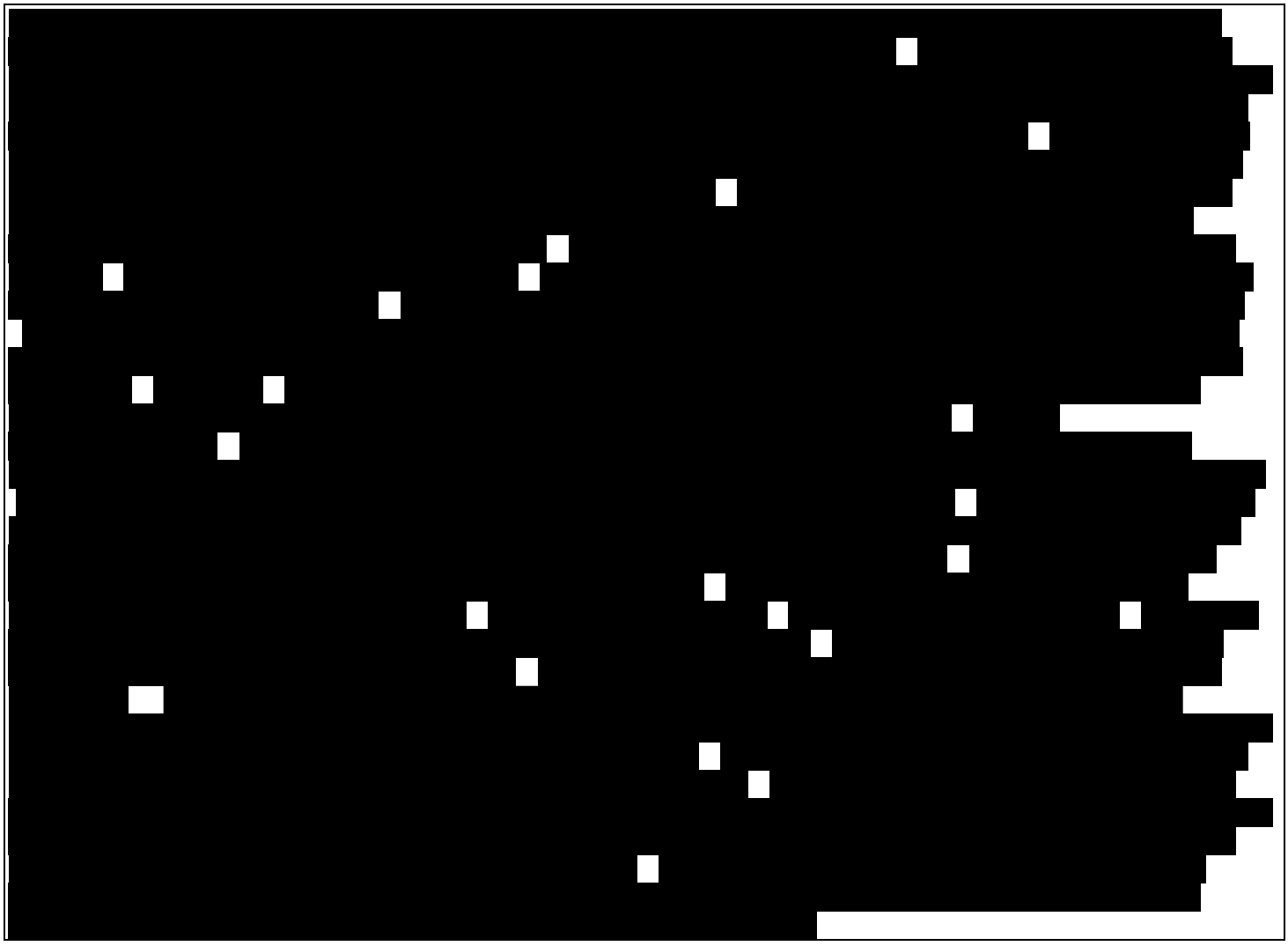
☑ Agree

☐ Disagree

18	**Appendix D, Exhibit A, OMNIA Partners Response for National Contract** Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
19	**Appendix D, Exhibit B, OMNIA Partners Administration Agreement** The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
20	**Appendix D, Exhibits F and G** Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
21	**Describe how Offeror responds to emergency orders.** [redacted]
22	**What is Offeror's average Fill Rate?** [redacted]
23	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.** [redacted]
24	**Describe Offeror's return and restocking policy.** [redacted]

25	**Describe Offeror's ability to meet service and warranty needs.**
26	**Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.**
27	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**
28	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

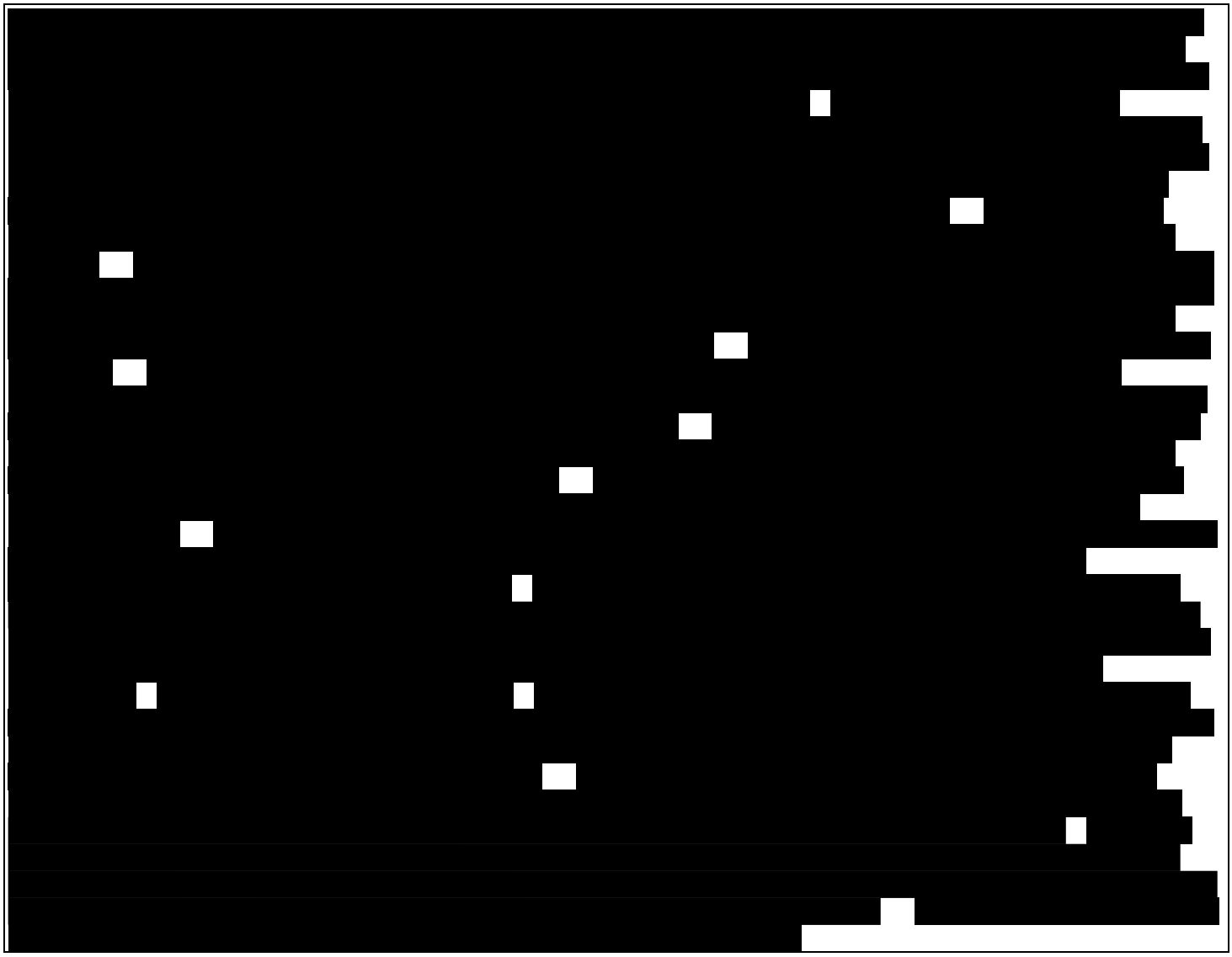
29 **Describe Offeror's contract implementation/customer transition plan.**



30 **Describe the financial condition of Offeror.**

31 **Describe Offeror's ordering capabilities for Participating Public Agencies.**

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.



32 **Describe the Offeror’s safety record.**

33 **Describe Offeror's green or environmental initiatives or policies.**

[redacted]

34 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

[redacted]

35 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

[redacted]

36 **Describe Offeror's reputation in the marketplace.**

[redacted]

37 **Describe Offeror's reputation of products and services in the marketplace.**

[redacted]

38 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are preforming in accordance with the contract.

[redacted]

39 **Describe the experience and qualifications of key employees.**

[redacted] Ken White, National Government Sales Manager, will manage Grainger resources supporting the Region 4 ESC OMNIA Partners agreement. [redacted]

40 **Describe Offeror's experience working with the government sector.**

[redacted] Grainger provides MRO products and services to all 50 states and the District of Columbia via individual contract, cooperative agreement, or open market purchases. [redacted]

41 Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or current officers and directors.

[redacted] W.W. Grainger, Inc., a publicly held company with over 25,000 employees across the US and internationally, is party to thousands of contracts. [redacted]

42 References

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Entity name: Brownsville ISD Mrs. Rosario Pena, Director (956) 548-8361 | rpena@bisd.us Brownsville, Texas 5+ Entity name: Texas Southmost College Patricia G. Saldivar, MBA Director of Purchasing 956.295.3426 | patricia.saldivar@tsc.edu Brownsville, Texas 5+ Entity name: Harlingen CISD Antonio (Tony) Gracia, Director of Purchasing (956) 430-9740 Ext. 6876 | laura.melton@hcisd.org?? Harlingen, Texas 78550 5+ Entity name: City of Los Angeles Troy Lee, Director of Supply Chain Services Division 213-928-9506 | troy.lee@lacity.org Los Angeles, CA 10+ Entity Name: Northwest ISD Jennifer Tallman, CTSBO Senior Buyer 817-215-0092 (direct line) | jtallman@nisdtx.org Fort Worth, TX 3+ Entity name CHARLES COUNTY PUBLIC SCHOOL Carletta M. Grier, Contract Administrator 301-934-7337 | cgrier@ccboe.com LaPlata, MD? 5 Entity name: Fort Bend ISD Maintenance Louis Perez, Supervisor Warehouse Facilities Maintenance And Operations Purchasing & Materials MGMT 281 330-6562 | Louis.Perez@fortbendisd.com Stafford, TX 35 Entity name: Katy ISD Maintenance & Operations Angelica Garcia, Fleet/Warehouse/Dispatch Maintenance Supervisor 281.396.2513 | angelicagarcia@katyisd.org Katy, TX Years Serviced: 10 Entity name: Houston ISD Michelle Chevalier, MBA, Category Specialist, Purchasing Services?? 713-556-7682 (office) | mchevali@houstonisd.org ?? Houston, TX 77092-8501 ?? 15 Entity name: North Texas Tollway Authority Kevin Panning, Warehouse Supervisor 214-224-2296 | KPanning@ntta.org Plano, TX 4

43 Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

[redacted]

44 Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

45 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

46	**Additional Investigations** Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

47	**Supplier Response** Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

48 **Brief history and description of Supplier to include experience providing similar products and services.**

[redacted]

49 **Total number and location of salespersons employed by Supplier.**

[redacted]

50 **Number and location of support centers (if applicable) and location of corporate office.**

[redacted]

51 **Annual sales for the three previous fiscal years.**

$16500000000

52 **Annual sales for the three previous fiscal years.**

$15200000000

53 **Annual sales for the three previous fiscal years.**

$13000000000

54 **Indicate if supplier holds any certifications and include proof of such certification.**

Minority Women Business Enterprise

☐ Yes

☑ No

55 **If yes, list certifying agency:**

NA

56 **Indicate if supplier holds any certifications and include proof of such certification.**

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐ Yes

☑ No

57 **If yes, list certifying agency:**

NA

58 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business (HUB)

☐ Yes

☑ No

59 **If yes, list certifying agency:**

NA

60 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes

☑ No

61 **If yes, list certifying agency:**

NA

62 **Indicate if supplier holds any certifications and include proof of such certification.**

Other recognized diversity certificate holder

☐ Yes

☑ No

63 **If yes, list certifying agency:**

NA

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

[redacted] Grainger is a distributor of MRO products and related services. Grainger does not subcontract its services. [redacted]

65 **Describe how supplier differentiates itself from its competitors.**

[redacted]

66 **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☑ publicly held corp. & reporting is not applicable

☐ not owned/operated by who has felony conviction

☐ is owned or operated by an individual(s) who has

67 **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

Grainger is not debarred or suspended, nor has it previously been debarred or suspended.

68

Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

[redacted]

69

Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

[redacted] Grainger products and services are offered and delivered throughout the U.S. and its Territories. Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and Distribution Centers tailor inventory to Member location demands to ensure product is available for immediate pickup, same-day shipment or same-day delivery. [redacted]

70

Indicate if Offeror is licensed to do business in all 50 states.

☑ Yes

☐ No

7 1 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

[redacted]

7 2 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

[redacted]

7 3 Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

[redacted] Grainger operates 14 distribution facilities, 6 bulk warehouses, and 250 full-service branch locations. Grainger's full-service branch locations are located throughout the US, including 33 in Texas. The location and capacity of each Grainger Distribution Center follows: Location, Square Footage Southaven, MS 230,000 Cleveland, OH 395,000 Dallas, TX 560,000 Greenville, SC 1.1 million Jacksonville, FL 230,000 Kansas City, MO 1.3 million Minooka, IL 1.1 million Mira Loma, CA 345,000 Patterson, CA 820,000 Bordentown, NJ 1.3 million Denver, CO 45,000 Plymouth, MN 35,000 Seattle, WA 56,000 Louisville, KY 1.5 million Two new Distribution Centers are under construction in Portland, OR and Houston, TX.

74 **Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

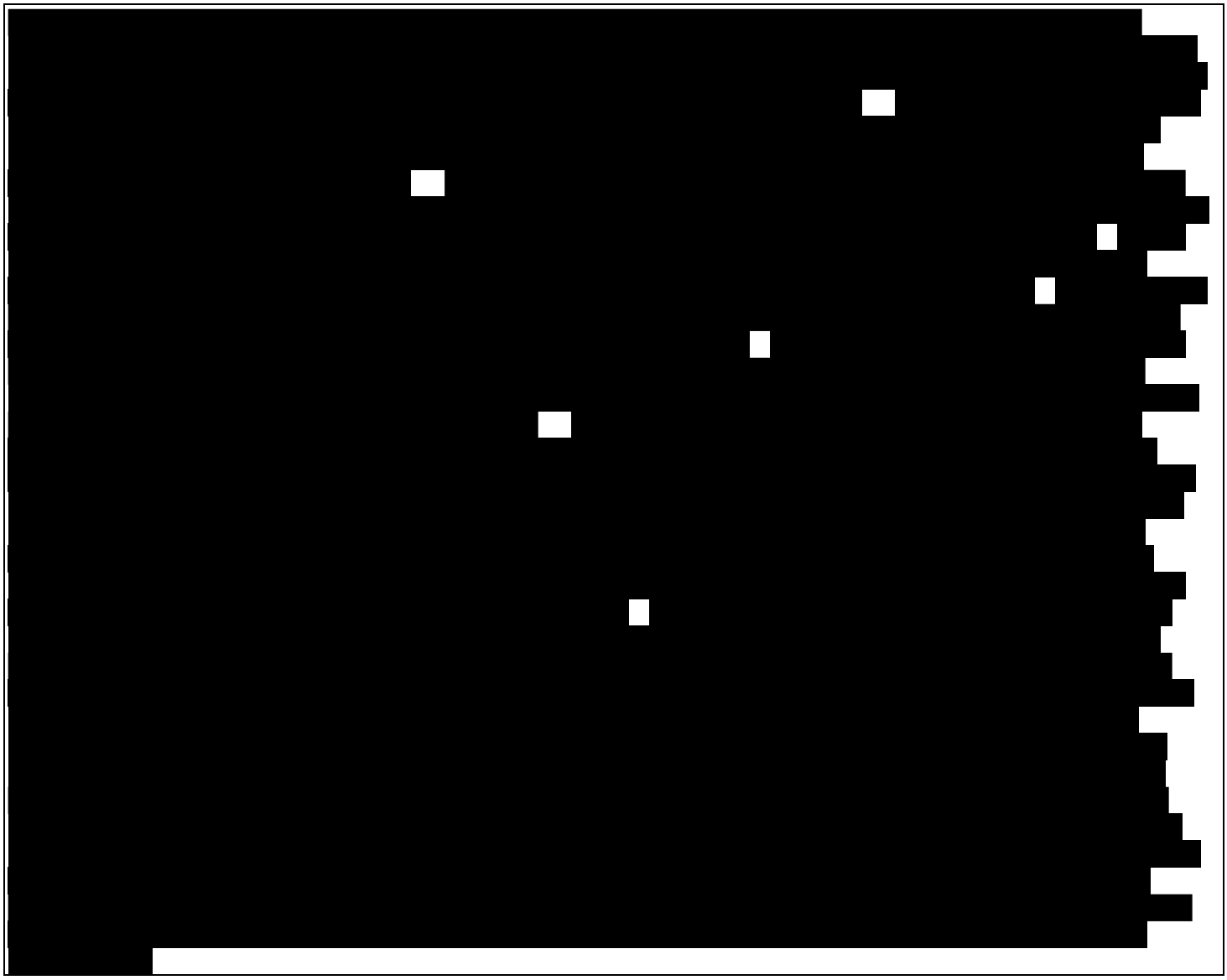
[redacted] Upon award, Grainger will align with Region 4 ESC / OMNIA to build a comprehensive 90-day plan to meet the objectives of all involved. Grainger's goal is to execute all initiatives and strategies successfully and to enhance efforts. [redacted]

75 **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

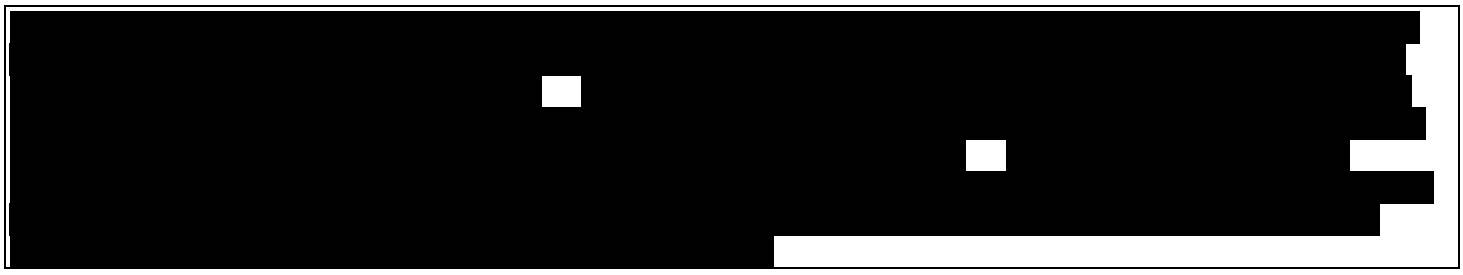
- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners



76 **Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.



77 **Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80 **Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

[redacted]

8.1 **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

[redacted]

8.2 **Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

[redacted]

8.3 **Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

[redacted]

8.4 **Supplier's Customer List**

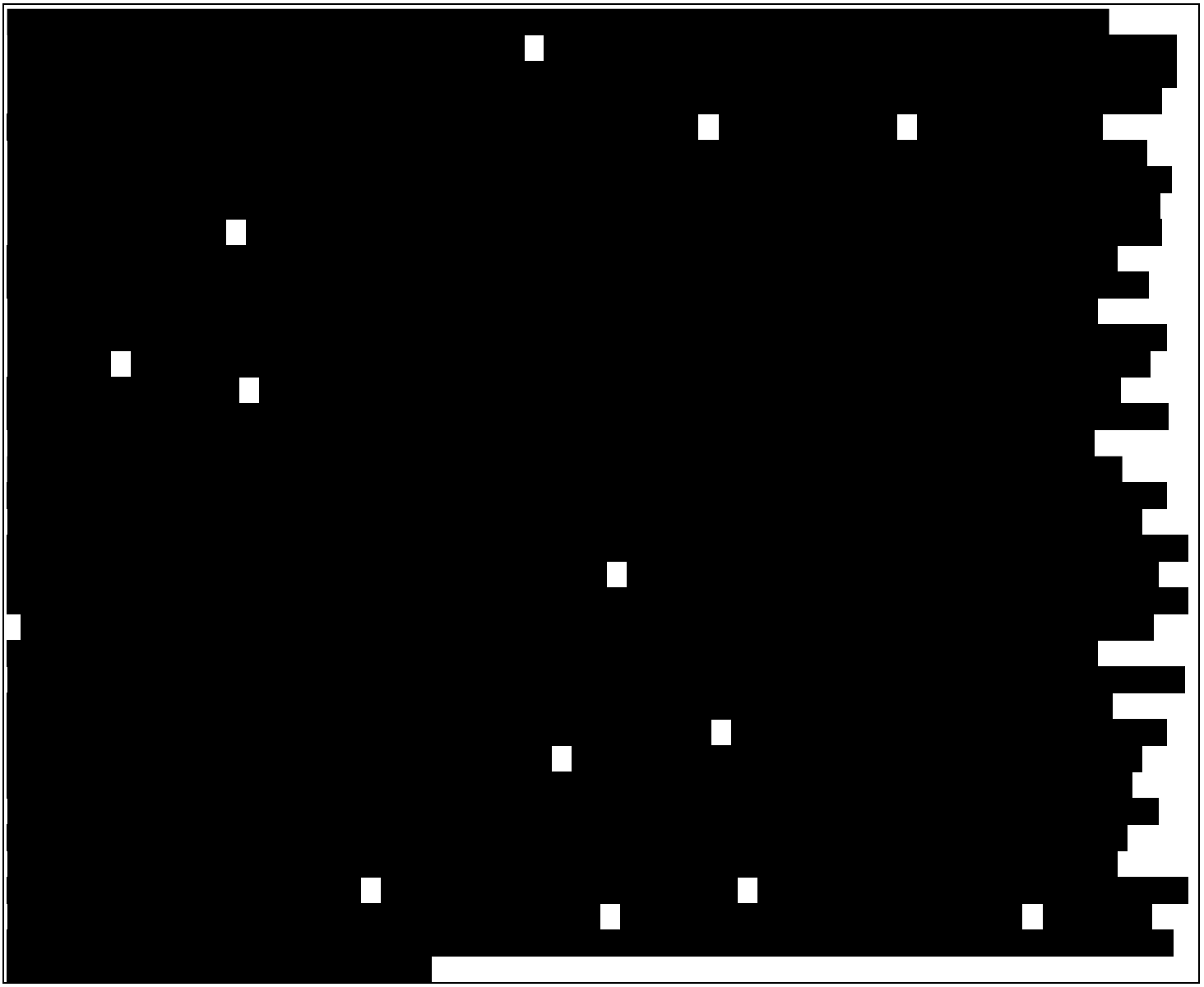
State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Grainger's Government and Public Agency business in 2023 totaled 16% of our total 2023 revenue of $16.5 billion. [redacted]

85

System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.



86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89 **Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.**

90 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

[redacted]

91 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

92 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

93 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

NA

94	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
95	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

96	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

97	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

98

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

99

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

100

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

101

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

102

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

103	**Open Records Policy** All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act. The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below: **OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. **OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event. *(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)* ☐ OPTION A - No proprietary information ☑ OPTION B - Proprietary information marked
104	**Consent to Release Proposal Tabulation** Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information. ☑ I certify compliance with this attribute.

105

Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

106

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

107

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

108	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.

109	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

110	**Federal Rule (D) - Davis Bacon Act/Copeland Act** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
111	**Federal Rule (E) - Contract Work Hours and Safety Standards Act** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
112	**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement** **(F)**If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

113	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
114	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

115

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

116

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

117	**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment** **(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
118	**Federal Rule (L) - Buy American Provisions** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
119	**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

120

Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

121

Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

122

Federal Rule - Solid Waste Disposal Act

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

123

Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

☑ I certify compliance with this attribute.

124

Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

125

Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

126

Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

127

Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

128

Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

129	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E

OFFERORS ITEM NUMBER	OFFERORS ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, Face Value)	UNIT OF MEASURE (PACK, Face Value)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if needed)	ALTERNATE UNIT OF MEASURE (PACK, if needed)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
102780				Kit WITHSWITCH SUNBODY FLX														
25295				Kit # 400 SEMI SELECT STUD														
102781				1 x 1 - WORK - SILVER PAINT, thick fil														
102783				WIRE 12 GA 3 # 12 GA WHITE, GRAY, GR														
102784				1 x 1 - WORK - SILVER PAINT, thick fil														
102785				50 - 1 - 8 - 1.25 - 4.25 - 2 - - - 7.1 .25 - 3.25 - 4.125 - 2 - 1 4.125 - 4.5 3.25 - 1														
102786				50 LB 1/2 WHT														
7545				1 x 6 x 1 SELF-ADHESIVE BUMPER														
102787				1/2 WHITE 100 LB CONCRETE MIX														
102788				1/2 WHITE 100 LB CONCRETE MIX														
102817				CAP, 1/2 LB PATENT CAPACITATION														
147898				1/4 FLAT WASHER, MINI OR HEX 18-10														
102841				5 x 5 FF PREMIUM MIX MASONRY														
208897				WASHER Kit #4 1/4 x 5/8 wide and x Pack, 7 M Washers - 18 - x x 1/4 in. Actual 13.437 in x 13.37 in														
102842				1 x 1 x 1 SELF-ADHESIVE CAP PAD														
102843				1 x 1 x 1 SELF-ADHESIVE														
25295				1 x 1 x 1/4 ON ITEM FLAT WASHER														
7556				5 x 5 TOP SOIL/MIX w/ PREMIX Wrigh														
102 45				8 - - 1/2 TOP SOIL/MIX 100 WHITE GR														
102844				5 x 5 FF PREMIUM MIX MASONRY														
102852				1 x 1 x 1 SELF-ADHESIVE														
102853				1 x 1 x 1 SELF-ADHESIVE														
102854				1 x 1 x 1/4 ON ITEM FLAT WASHER														
102862				1 x 1 x 1 SELF-ADHESIVE														
102863				1 x 1 x 1 SELF-ADHESIVE														
102864				1 x 1 x 1 SELF-ADHESIVE														
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MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _W.W. Grainger, Inc. _____

Contact Person Ken White _____

Signature KenWhite _____ Date

_0624234_____

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E

OFFERO(R ITEM NUMBER	OFFEROR ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, Face Value)	UNIT OF MEASURE (PACK, 1 face Value)	INDICATE OTHER UNIT OF MEASURE (1 member)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, 1 mer bERO	ALTERNATE UNIT OF MEASURE (PACK, 1 mer bERO	ALTERNATE INDICATE OTHER UNIT OF MEASURE (1 member)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
102760				Kit KEYSHIFT SUNBODY FILE														
75006				Kit # 6/8 SEW SELECT STUD														
75007				1 kit - sewer - Model 75007, thru 6														
102853				Mini 12 oz 1/2 in Kevlar Sew Cap Tip														
102854				Mini 12 oz 1/2 in Kevlar Sew Cap Tip														
102861				Kit - 1 - 4 1/2 - 4 1/2 - 5 - - 7 - 7 1/2 - 10 - 10 1/2 - - 11 1/2 - - 12 1/2 - - 13 1/2 - - 14 1/2 - - 15 1/2 - - 16 1/2 - 1														
102862				10 1/2 -12 1/2 V														
75008				1 kit # 1/4 SEW SEQUIN SCISSO														
102722				Kit KEEPER TIP OR CRICKET'S EAS														
102723				Kit KEEPER TIP OR CRICKET'S EAS														
102817				1 kit 12/1.0 PATENT CAPSULETTE(R)														
107858				1 kit 12/1.0 PATENT CAPSULETTE(R)														
102861				Kit # 1/4 PRESSFAB SEQUINS														
102807				Kit # 1/4 PRESSFAB SEQUINS														
102812				1 kit 12/1.0 PATENT CAPSULETTE(R)														
102813				1 kit # 1/4 SEW SEQUIN FF														
102855				Mini 12 oz 1/2 in Kevlar Sew Cap Tip														
102856				Mini 12 oz 1/2 in Kevlar Sew Cap Tip														
102857				Kit # 1/4 SEW SEQUIN FF SEQUIN														
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MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _W.W. Grainger, Inc._____

Contact Person _Ken White_____

Signature _Ken White_____

Date _062424_____

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

X We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

In accordance with NOTICE TO OFFEROR, Solicitation Number 24-08 Request for Proposal ("RFP"), III. INSTRUCTIONS TO OFFERORS, Section 5. Open Records Policy, "Offeror must provide this information (sections of response exempt from disclosure) on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Please see confidential information exempt from disclosure at Attachment 1.

Ken White
National Government Sales Manager
Authorized Signature & Title

062424
Date

W.W. Grainger,
Inc. 100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

June 27, 2024

Submitted via upload to Appendix C, Doc #1 portal, www.region4esc.ionwave.net

RE: Solicitation Number 24-08 Request for Proposal by Region 4 Education Service Center ("ESC") for Maintenance, Repair and Operations Supplies, Equipment, and Related Products and Services, Appendix C, Doc #1, Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy and Confidential Disclosure

Dear: Region 4 ESC,

Through this letter, W.W. Grainger, Inc. ("Grainger") acknowledges and claims that portions of its response to Solicitation Number 24-08 Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Related Products and Services (please see attachment), are, in accordance with Region 4 ESC's Open Records Policy at RFP Appendix C, Doc #1, protected from disclosure under Tex. Gov't Code § 552.110 and § 552.1101.

Information Excepted from Disclosure under Tex. Gov't Code § 552.110

Under Tex. Gov't Code § 552.110(b), except as provided by Tex. Gov't Code § 552.0222 (disclosure of contracting information), information is excepted from disclosure if it is demonstrated based on specific factual evidence that the information is a trade secret. Trade secret is defined as:

> all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:
>
> (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and
>
> (2) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

Similarly, except as provided by Tex. Gov't Code § 552.0222, commercial or financial information as defined in Tex. Gov't Code § 552.1101, for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from disclosure. Tex. Gov't Code § 552.110(c).

Grainger has shared certain of its information that is comprised of Grainger's trade secret information and commercial or financial information, and this trade secret and commercial or financial information is excepted from disclosure under Tex. Gov't Code § 552.110.

Trade Secret Information

The Attorney General's Public Information Handbook states:

> Prior open records decisions of the attorney general use the definition of "trade secret" from the Restatement of Torts, section 757 (1939). However, "trade secret" is now defined within section 552.110(a). Accordingly, analyses of section 552.110 must use the definition within section 552.110(a).
>
> … Open Records Decision No. 552 (1990), discussing the predecessor statute, noted that the attorney general is unable to resolve disputes of fact regarding the status of information as "trade secrets" and must rely upon the facts alleged or upon those facts that are discernible from the documents submitted for inspection. For this reason, the attorney general will accept a claim for exception as a trade secret when a prima facie case is made that the information in question constitutes a trade secret and no argument is made that rebuts that assertion as a matter of law.

Certain portions of Grainger's RFP responsive constitutes trade secret and confidential commercial and proprietary information maintained by Grainger with respect to which Grainger has taken reasonable measures under the circumstances to keep secret, specifically the identity and the contact information of its sales staff, its business references, organizational structure, business model, accomplishments, strategy, including strategic investments, initiatives, operational plans and functionalities, discounts and pricing methodology, processes, algorithms, system capabilities and weaknesses, reporting, and, its industry best practices and innovations (the "Trade Secret Information"). As described in further detail herein, Grainger, as the owner of the Trade Secret Information, has taken reasonable measures to keep the information secret; and the Trade Secret Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person or business entity who can obtain economic value from the disclosure or use of the information, e.g., Grainger's competitors.

Confidential Commercial and Proprietary Information

The Trade Secret Information also constitutes confidential commercial and proprietary information, disclosure of which would cause substantial competitive harm to Grainger. If the Trade Secret Information contained in Grainger's response to this RFP is made public, Grainger's competitive position in relation to its competitors would be substantially and negatively impacted.

Exceptions, relevant to the scenario at hand, from release of confidential and proprietary information are addressed in Tex. Gov't Code § 552.1101, wherein:

> (a) Except as provided by Tex. Gov't Code § 552.0222, information submitted to a governmental body by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from the requirements of Tex. Gov't Code § 552.021 if the vendor, contractor, potential vendor, or potential contractor that the information relates to demonstrates based on specific factual evidence that disclosure of the information would:
>
> (1) reveal an individual approach to:
>
> (A) work;
> (B) organizational structure;

(C) staffing;
(D) internal operations;
(E) processes; or
(F) discounts, pricing methodology, pricing per kilowatt hour, cost data, or other pricing information that will be used in future solicitation or bid documents; and

(2) give advantage to a competitor.

Based on Grainger's argument here and supporting information, and although narrative provided within Grainger's RFP may, individually appear in the public domain, collectively it does not. It is the collection and strategic presentation of RFP information that, if released, will give advantage to a Grainger competitor. To this end, Grainger claims that the Trade Secret Information included within its RFP falls within exceptions presented by Tex. Gov't Code § 552.110 and § 552.1101, and therefore, should not be disclosed.

Conclusion

If or as required in response to a third-party request for release of information within Grainger's RFP, identified page-by-page and line-by-line as exempt from disclosure, Grainger respectfully requests that the Attorney General confirm that the Trade Secret Information contained and identified within this RFP is not subject to disclosure under Tex. Gov't Code § 552.110 and § 552.1101.

Should you have questions or would like to discuss any aspect of our clarifications and exceptions in greater detail, please contact me.

Sincerely,

Ken White

Ken White
Senior National Government Sales Manager
720-988-7669
ken.white@grainger.com

In accordance with NOTICE TO OFFEROR, Solicitation Number 24-08 Request for Proposal ("RFP"), III. INSTRUCTIONS TO OFFERORS, Section 5. Open Records Policy, "Offeror must provide this information (sections of response exempt from disclosure) on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Please see confidential information exempt from disclosure below.

Response to questions under Attributes Tab.

Response to question 6, all narrative.

Response to question 7, all narrative.

Response to question 8, all narrative.

Response to question 9, all narrative.

Response to question 10, all narrative.

Response to question 11, all narrative.

Response to question 12, all narrative.

Response to question 13, all narrative.

Response to question 14, all narrative.

Response to question 15, all narrative.

Response to question 16, all narrative.

Response to question 21, all narrative.

Response to question 22, all narrative.

Response to question 23, all narrative.

Response to question 24, all narrative.

Response to question 25, all narrative.

Response to question 26, all narrative.

Response to question 27, all narrative.

Response to question 28, all narrative.

Response to question 29, all narrative.

Response to question 30, all narrative.

Response to question 31, all narrative.

Response to question 32, all narrative.

Response to question 33, all narrative.

Response to question 34, all narrative.

Response to question 35, last section.

Response to question 36, all narrative.

Response to question 37, all narrative.

Response to question 38, all narrative.

Response to question 39, all narrative following first sentence.

Response to question 40, all narrative following first sentence.

Response to question 41, all narrative following first sentence.

Response to question 43, all narrative.

Response to question 48, all narrative.

Response to question 49, all narrative.

Response to question 50, all narrative.

Response to question 64, all narrative following first sentence.

Response to question 65, all narrative.

Response to question 68, all narrative.

Response to question 69, all narrative following first sentence.

Response to question 71, all narrative.

Response to question 72, all narrative.

Response to question 74, all narrative following first sentence.

Response to question 75, all narrative.

Response to question 76, all narrative.

Response to question 80, all narrative following first sentence.

Response to question 81, all narrative.

Response to question 82, all narrative.

Response to question 83, all narrative.

Response to question 84, all narrative following first sentence.

Response to question 85, all narrative.

Response to question 90, all narrative.

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company W.W. Grainger, Inc.

Address 100 Grainger Parkway
Lake Forest, IL 60045

Phone 800-472-4643 - toll free

Fax NA

Contact

Signature

Ken White
Printed Name
National Government Sales Manager
Position with Company

Official Authorizing Proposal

Signature

Ken White
Printed Name
National Government Sales Manager
Position with Company

GRAINGER®

2023
Annual Report

About Us

W.W. Grainger, Inc., is a leading broad line distributor with operations primarily in North America, Japan and the United Kingdom. At Grainger, We Keep The World Working® by serving more than 4.5 million customers worldwide with products delivered through innovative technology and deep customer relationships. With 2023 sales of $16.5 billion, the Company operates two business models. In the High-Touch Solutions segment, Grainger offers approximately 2 million maintenance, repair and operating (MRO) products and services, including technical support and inventory management. In the Endless Assortment segment, Zoro.com offers customers access to more than 13 million products, and MonotaRO.com offers more than 22 million products. For more information, visit www.grainger.com.

2023 Financial Summary

During the year, the Company continued to drive strategy forward by remaining focused on what matters most—providing our customers with a great experience and exceptional service. The result of this focus delivered record sales and earnings for the year.

	High-Touch Solutions N.A.	Endless Assortment	Other[1]	Total Company
Revenue	$13.3B	$2.9B	$0.3B	$16.5B
Daily sales growth[2]	*9.3%*	*5.1%*	*14.1%*	*8.6%*
Daily, organic constant currency sales growth[2]	*9.4%*	*10.4%*	*13.5%*	*9.5%*
Adjusted Operating Margin[2]	17.8%	8.0%	(0.8)%	15.7%
Adjusted ROIC[2]	—	—	—	42.8%

[1] Grainger's businesses reported in 'Other' do not meet the criteria of a reportable segment. Includes the Cromwell business in the U.K.

[2] Reconciliations of the non-GAAP measures referenced in the table above to the most directly comparable GAAP measures are provide on page 82 of this report.

More than **26,000** team members

More than **4.5 million** active customers

52 consecutive years of dividend increases

$16.5 billion in sales in 2023

>30 million products offered globally

More than **5,000** primary suppliers

$1.2 billion returned to Grainger shareholders through dividends and share repurchases

Grainger's common stock is listed on the New York Stock Exchange under the trading symbol **GWW**

Our Purpose

We Keep The World Working®

SM

Our Aspiration

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

Our Strategy

High-Touch Solutions model

We deliver compelling value-added MRO solutions through our teams of specialists and curated digital experiences.

- Advantaged MRO solutions
- Differentiated sales and services
- Unparalleled customer service

Endless Assortment model

We make business supply purchasing remarkably easy through a streamlined and transparent online relationship that provides access to everything a customer needs.

- Expansive product assortment
- Innovative customer acquisition and retention capabilities

Our Principles

The following principles are at the heart of how we work—with one another, our customers, suppliers and communities.

The Grainger Edge

Grainger Shareholders:

D.G. Macpherson
Chairman of the Board and
Chief Executive Officer

At Grainger, we believe our success is measured by the positive impact we have on our customers, communities and team members. That is why our purpose, We Keep The World Working,® is embedded in everything we do – it shapes our decisions, fuels our performance and inspires our more than 26,000 team members each day.

In 2023, the Grainger Team strengthened our operational and service advantage in both the High-Touch Solutions and Endless Assortment segments and once again showed that we can deliver strong results which include:

- Delivered daily sales growth of 8.6% (9.5% in daily, organic constant currency)
- Outgrew the U.S. maintenance, repair and operating (MRO) market by approximately 525 basis points in the High-Touch Solutions U.S. business
- Increased registered users by 14% in the total Endless Assortment model
- Expanded operating margins by 130 basis points to 15.7%
- Produced adjusted ROIC of 42.8%, up more than 200 basis points versus prior year
- Generated record operating cash flow of more than $2.0 billion
- Returned $1.2 billion to shareholders through dividends and share repurchases

While proud of what we accomplished in 2023, we remain committed to winning for the long term.

Over the past few years, we've set out to accelerate our investments in supply chain capacity and technology to further strengthen our competitive advantage. The expansion of our supply chain network, including the recently announced distribution centers in Oregon and Texas as well as three new bulk warehouses, will contribute an additional 3.5 million square feet to the U.S. network – a more than 35% increase from the start of the year. This expansion enhances our operational efficiency and supports our ability to meet the evolving needs of our customers.

In addition to our supply chain expansion, we continue to build key technology infrastructure capabilities focused on two main domains that affect the customer experience: 1. Product Information Management, knowing our products better than anyone else, and 2. Customer Information Management, knowing our customers better than anyone else. These assets store, codify and scale our data, allowing us to leverage our deep product knowledge and understanding of the customer to enhance

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 24-08

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

SUBMITTAL DEADLINE: Thursday, June 27, 2024, 2:00 PM CENTRAL TIME

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system Ion Wave Technologies, Inc. at www.region4esc.ionwave.net. No hardcopies, email, or fax responses will be accepted.

Questions regarding this RFP must be submitted electronically using www.region4esc.ionwave.net no later than May 31, 2024. All questions and answers will be available at region4esc.ionwave.net. Offerors are responsible for viewing Ion Wave Technologies, Inc. to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on May 30, 2024 at 10:00 am CST via Zoom Meeting at https://esc4.zoom.us/j/97944602431.

The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: May 15, 2024

I. SCOPE OF WORK

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

NATIONAL CONTRACT

It is the intention of Region 4 ESC to establish a contract with a highly qualified offeror(s) for **Maintenance, Repair and Operations (MRO) Supplies, Equipment and Related Products and Supplies** on a national level. Offeror(s) shall, at the request of Region 4 ESC, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITONS.

Region 4 ESC, as the Principal Procurement Agency, defined in Exhibit D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entitles, non-profit entities, and agencies for the public benefit (**"Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use

of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibit D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Maintenance, Repair and Operations (MRO) Supplies, Equipment and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $350 Million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Event	Date
Issue RFP	May 15, 2024
Pre-proposal Conference	May 30, 2024 at 10:00 am
Deadline for receipt of questions via email	May 31, 2024 EOB through IonWave
Issue Addenda (if required)	June 7, 2024
Proposal Due Date	June 27, 2024 at 2:00 pm
Approval from Region 4 ESC	August 27, 2024
Contract Effective Date	September 1, 2024

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   Days: calendar days
   Offeror: A supplier submitting a proposal in response to a solicitation.

2. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

   The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

   Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

   - Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;

- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

3. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

4. Additional Agreements: If an Offeror requires additional agreements. i.e. master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein are for the use of Participating Agencies and shall not replace Appendix A

5. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

   The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

6. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor

or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

7. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

   Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

8. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

9. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

10. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date can be made within the electronic bidding system. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request

has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

11. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

12. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

13. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

14. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

15. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

16. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

17. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

19. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

20. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

21. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

22. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Jorgannie Carter, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

    Any protest review and action shall be considered final with no further formalities being considered.

IV. PRODUCT/SERVICES SPECIFICATION

1. The scope of this RFP shall include but is not limited to the following Product Categories:

    - Adhesives, Sealants and Tape
    - Air Filters
    - Appliances
    - Building Materials
    - Cabinets, Countertops and Related Materials
    - Cleaning Equipment and Supplies
    - Electrical Supplies and Equipment
    - Emergency Preparedness
    - Fasteners, Hardware, Hand Tools
    - General Maintenance Supplies
    - Green/Sustainable Products
    - HVAC Supplies
    - Ice Machines and Refrigeration
    - Irrigation Equipment and Supplies
    - Janitorial Supplies
    - Landscaping Supplies
    - Lighting, Ballasts, and Bulbs
    - Lubricants, Sealants and Paint
    - Machine and Cutting Tools
    - Material Handling and Storage Supplies
    - Measuring Tools and Test Instruments
    - Motors, Pumps
    - Outdoor Garden Supplies and Equipment
    - Paint, Equipment and Supplies
    - Plumbing Supplies
    - Pneumatic Tools
    - Power Tools and Accessories
    - Raw Materials
    - Safety and Security Related Items
    - Swimming Pool Chemicals
    - Tools (General Purpose and Machine)
    - Window Treatments
    - Services (Installation, Glass Cutting, Rental, Etc.)
    - Welding and Soldering
    - Other Related Categories

2. **Supplies/Balance of Line**

   Offerors are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Products and Services. All products offered shall be new, unused and of the latest design and technology.

3. **Related Services**

   Offerors should submit auditable pricing for any and all related products and services offered.

4. **Training and Education**

   Offerors should have the ability to provide on-site and/or online training and education programs/seminars.

5. **Other Services**

   Offerors should include other value-add services not included in the above categories including trade-ins, leasing, financing and include the pricing structure for each of these items.

6. **Ordering Capabilities**

   a) The Successful Offeror(s) shall provide an electronic on-line catalogue and have a fully operational website that enables on-line ordering by the individual Participating Public Agencies. Features shall include product lookup that indicates Region 4 ESC contract price, ability to set purchasing authorization limits, and ability to download order invoice history reports.

   b) The Successful Offeror(s) shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location.

V. PRICING – ELECTRONIC PRICE LISTS

1. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Reqion 4 and Participating Public Agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be available to all Participating Public Agencies. The Market Basket is included as Appendix E. Offerors do not need to be able to provide every item listed in the Market Basket if they are do not carry it.
2. Functional Alternatives – Items provided by the Offeror that can be substitutes for the corresponding item on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all Participating Public Agencies.
3. Customized Core List by Agency (Individual and Regional Core Lists) – In addition to the Core List, Offerors may provide customized core list to agencies. Participating Public Agencies may also request to create their own customized core list.

4. Category Discounts – Offerors shall offer pricing for products based on a discount off a price list specified, *i.e*. wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E.

5. Additional Discounts – Offerors are encouraged to provide additional discounts for one-time delivery of large single orders to Region 4 ESC and Participating Public Agencies. Region 4 ESC intends, and Participating Public Agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the contract.

6. Special Offers/Promotions – In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

7. Federal Funding Pricing – Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

VI. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   a) Products/Pricing

   i. Complete Appendix E, that includes the Market Basket and Category Discounts as described under the Pricing – Electronic Price Lists section of I. Scope of Work. Include Functional Alternatives, also described under the Pricing – Electronic Price Lists section of I. Scope of Work, as applicable.

   ii. For additional product and services outside the Market Basket, Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the

different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

iii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer or other part #
- Offeror's Part # (if different from manufacturer or other part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

iv. Is pricing available for all products and services?

v. Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

vi. Provide pricing for warranties on all products and services.

vii. Describe any return and restocking fees.

viii. Describe any installation charges and when they are applicable.

ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

x. Describe how customers verify they are receiving Contract pricing.

xi. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

xiv. Provide any additional information relevant to this section.

xv. <u>Not to Exceed Pricing</u>. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

xvi. <u>Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award</u>. All pricing must be verifiable and auditable from the date of the contract award.

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement by providing a redlined copy of Appendix D, Exhibit B, OMNIA Partners Administration Agreement.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

iv. Describe how Offeror responds to emergency orders.

v. What is Offeror's average Fill Rate?

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

vii. Describe Offeror's return and restocking policy.

viii. Describe Offeror's ability to meet service and warranty needs.

ix. Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

xii. Describe Offeror's contract implementation/customer transition plan.

xiii. Describe the financial condition of Offeror.

xiv. Describe Offeror's ordering capabilities for Participating Public Agencies. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

xv. Describe the Offeror's safety record.

xvi. Provide any additional information relevant to this section.

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe Offeror's reputation in the marketplace.
iii. Describe Offeror's reputation of products and services in the marketplace.
iv. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
v. Describe the experience and qualification of key employees.
vi. Describe Offeror's experience working with the government sector.
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
viii. Indicate if Offeror is licensed to do business in all 50 states.
ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.
x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
xi. Provide any additional information relevant to this section.

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A

DRAFT CONTRACT

*This Contract ("**Contract**") is made as of _____, 202X by and between _____ _____ ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of _____("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number _____ for _____ ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC

shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

X We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

National Government Sales Manager
Authorized Signature & Title

062424
Date

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company W.W. Grainger, Inc.

Address 100 Grainger Parkway
Lake Forest, IL 60045

Phone 800-472-4643 - toll free

Fax NA

Contact

Signature

Printed Name Ken White

Position with Company National Government Sales Manager

Official Authorizing Proposal

Signature

Printed Name Ken White

Position with Company National Government Sales Manager

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Ken White, as an authorized representative of

W.W. Grainger, Inc., a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Ken White
Signature of Named Authorized Company Representative

062424
Date

APPENDIX D

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.
   b. Identify the grantee, project number, and the number of the contract solicitation.
   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR

CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Appendix E

REGION 4 ESC
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
PRICE SHEET

CORE LIST/MARKET BASKET

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CAGEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE
64396			3-6 AO WHITE SUBWAY TILE					
6005			2-4-8 KD WW SELECT STUD					
446993			12-24 LEONIA SILVER PORC TILE SS					
16351			ARM 12-IN X 12-IN EXCLN WH VNL TL					
10385			80-lb Gray High Strength Concrete Mix					
408697			Devanna Beige 13-in X 13-in Ceramic Floor Tile (Common: 13-in X 13-in; Actual: 13.07-in X 13.07-in)					
92384			40-LB ICE MELT					
940			1-4-8 2 TC WHITEWOOD BOARD					
222710			QUIKRETE 50-LB CONCRETE MIX					
942			1-4-12 2 TC WHITEWOOD BOARD					
134917			QPR 50-LB PERMNT ASPHALT REPAIR					
167368			MEDIUM MOVING BOX 18-IN X 16-IN					
85281			2-CU FT PREMIUM RED MULCH					
408697			DEVANNA Beige 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in; Actual: 13.07-in x 13.07-in)					
911387			WATERCOLOR FLORAL FABRIC CURTAIN					
202922			5/8-5-1/2-6 DE PT PICKET					
63306			HM 1-CT 1/4-IN ZINC FLAT WASHER					
7001			2-4-8 TOP CHOICE #2-PRIME STUD					
432481			2-4-12 TOP CHOICE KD WHITE FIR					
349184			BHK #8 WHITE NYLON REEL ROPE-BTF					
12212			7/16 CAT OSB SHEATHING					
63301			HM 1-CT 1/4-IN ZINC HEX NUT					
68882			HM 1-CT 1/4-IN X 1-IN ZC FNDR WAS					
62262			2 CEIL STB CRS TEE WHITE					
349181			BHK 5/16-IN SLD BRD NYLON RP-BTF					
63308			HM 1-CT 3/8-IN ZINC FLAT WASHER					
167368			Medium Cardboard Moving Box with Handle Holes (Actual: 18-in x 16-in x 18-in)					
16352			12-INX12-IN EXCELON CL WHT VNL TL					
6003			2-4-92-5/8 KD WW SELECT STUD					
99649			5/8-6-8 DE PT PICKET					
446992			12-24 LEONIA SAND PORCLN TILE SS					
61697			HM 1-CT NO-10 3/4-IN STL FND WSHR					
118595			Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in)					
92432			40-LB TOP SOIL					
90954			2-CU FT PREMIUM BROWN MULCH					
63303			HM 1-CT 3/8-IN ZINC HEX NUT					
309791			NIAGARA 32-CT PURIFIED WATER					
320912			SOS UNFINISHED CABINETS WOODGATE					
811050			2-CU FT PINE BARK NUGGETS					
92122			PINE NEEDLES BALE					
67390			HM 1-CT 3/8-IN GALV FLAT WASHER					
67341			HM 1-CT 3/8-IN 16 GALV HEX NUT					
4511			1-2-8 PRM SPRUCE PNE FIR FS					
338238			BHK 3/32-IN CLR VNYL COAT CBL BTF					
796045			SOS 12 FT MINERAL BAY II					
1224			0404 AO WHITE TILE					
148349			2-CU FT PREMIUM BLACK MULCH					
664919			2.66-SQ FT AUGUSTINE SOD PBS					
104023			PROJECT SOURCE 2-IN CHIP BRUSH					
432480			2-4-10 TOP CHOICE KD WHITE FIR					
89198			SOS WIRING DEVICES					
635548			5/8-5-1/2-6 DE PT PICKET					
63307			HM 1-CT 5/16-IN ZINC FLAT WASHER					
484891	GE LIGHTING	F32T8/SPX41/ECO2	Fluorescent Linear Lamp,T8,Cool,4100K					
130073	GE LIGHTING	F28T8/XL/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
77726	DURACELL	PC1500BKD	Standard Battery,AA,Alkaline,PK24					
66106	GE LIGHTING	F32T8/SPX35/ECO2	Fluorescent Linear Lamp,T8,Neutral,3500K					
62212	TOUGH GUY	29WK94	Trash Bags,45 gal.,2.00 mil,PK100					
57806	DURACELL	PC2400BKD	Standard Battery,AAA,Alkaline,PK24					
56177	OFF	629350	Insect Repellent,Aerosol,6 oz.					
56047	GE LIGHTING	F34/CX41/WM/ECO	Fluorescent Linear Lamp,T12,Cool,4100K					
55592	GE LIGHTING	F32T8/SPX50/ECO2	Fluorescent Lamp,T8,Very Cool,5000K					
44433	CONDOR	4EY97	Safety Glasses,Clear,Uncoated					
43635	AIR HANDLER	2W233	Std Cap.Pleated Filter,20x25x2,MERV7					
43029	TOUGH GUY	2LEF8	Toilet Bowl Cleaner,32 oz.,Bottle					
40463	AIR HANDLER	2W230	Std Cap.Pleated Filter,16x20x2,MERV7					
38948	AIR HANDLER	2W231	Std Cap.Pleated Filter,16x25x2,MERV7					
38613	AIR HANDLER	2W232	Std Cap.Pleated Filter,20x20x2,MERV7					
37144	CONDOR	5JK50	Knit Gloves,L,Natural,PR					
33676	PERMA-PATCH	PP-60-C	Pavement Repair Patch,60 lb.,Bag					
33538	CONDOR	5AX05	Jersey Gloves,9-1/2",L,Brown,PR					
33415	HONEYWELL UVEX	SVP200	Safety Glasses,Clear Lens,Clear Frame					
32766	NASHUA	398	Duct Tape,48mm x 55m,11 mil,Silver					
30042	RUBBERMAID	FGQ41000BL00	Flat Mop Pad,Microfiber					
29619	SCOTCH	33+ SUPER-3/4X66FT	Electrical Tape,7 mil,3/4" x 66 ft.,Blk					
29186	PHILIPS ADVANCE	ICN-2P32-N	Electronic Ballast,T8 Lamps,120/277V					
27643	AIR HANDLER	2W235	Std Cap.Pleated Filter,24x24x2,MERV7					
27403	DURACELL	PC1300	Standard Battery,D,Alkaline,PK12					
26403	GE LIGHTING	F17T8/SP41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
25368	LUMAPRO	48GP56	Fluorescent Lamp,T8,48In. L,32W,4100K					
24955	ANSELL	92-675	Disposable Gloves,Nitrile,L,Blue,PK100					
24349	TOUGH GUY	280300	Toilet Brush,Fiber,12"					
23988	GE LIGHTING	F32T8/25W/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
23810	GEORGIA-PACIFIC	89460	Roll,Hardwound,10",800 ft.,White,PK6					
23788	CONDOR	3ZL57	Jersey Gloves,9-1/2",L,Brown,PR					
23492	AIR HANDLER	6B950	High Cap.Pleated Filter,16x25x2,MERV8					
23352	AIR HANDLER	6B956	High Cap.Pleated Filter,16x20x2,MERV8					
22794	TOUGH GUY	16W230	String Wet Mop,24 oz., Cotton					
21222	AIR HANDLER	6B937	High Cap.Pleated Filter,20x20x2,MERV8					
20482	GE LIGHTING	F32T8/SPX65/ECO2	Fluorescent Lamp,T8,Daylight,6500K					
20460	DURACELL	DL123ABPK	Battery,123,Lithium,3V					
20453	ANSELL	92-675	Disposable Gloves,Nitrile,XL,Blue,PK100					
20446	AIR HANDLER	6B924	High Cap.Pleated Filter,24x24x2,MERV8					
19816	DURACELL	PC1400	Standard Battery,C,Alkaline,PK12					
19244	GRAINGER APPROVED	4A416	Barricade Tape,Yellow/Black,1000ft x 3In					
18326	GEORGIA-PACIFIC	23504	Single Fold Sheets,Brn,Envision(R),PK16					
18219	GE LIGHTING	F32T8/SXL/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
17774	AIR HANDLER	6B930	High Cap.Pleated Filter,20x25x2,MERV8					
17651	TOUGH GUY	110535	Trigger Sprayer,32 oz.,Red/White					
17138	JACKSON SAFETY	25688	Safety Glasses,Smoke Mirror					
16924	DURACELL	PC1604BKD	Standard Battery,9V,Alkaline,PK12					
16332	AIR HANDLER	5W511	Std Cap.Pleated Filter,20x20x1,MERV7					
15864	PHILIPS ADVANCE	ICN-4P32-N	Electronic Ballast,T8 Lamps,120/277V					
15715	TOUGH GUY	4KN40	Trash Bags,40 to 45 gal.,16 micron,PK250					
15668	CONDOR	1AV08	Jersey Gloves,9-1/2",L,Brown,PR					
15540	CATCHMASTER	75M	Glue Trap,3/16"L x 7-1/2"W x 4"H					
15384	GE LIGHTING	F34/CW/C/WM/ECO	Fluorescent Linear Lamp,T12,Cool,4100K					
15186	RUST-OLEUM	203031	Marking Paint,17 oz.,Caution Bl/APWA Bl					
15102	SLOAN	V551A	Breaker Kit,Vacuum					
14902	ANSELL	16-347	CutRes Gloves,XL,Yellow,PR					
14446	CONDOR	3ZL53	Leather Gloves,Patch Palm,L,PR					
14127	AIR HANDLER	5W515	Std Cap.Pleated Filter,20x24x2,MERV7					
13797	DEWALT	DW8062	CutOff Wheel,A60T,4-1/2"x.045"x7/8"					
13734	GRAINGER APPROVED	6FGY1	Sand Bag, White,26 in L, 14 in W,PK100					
13732	CONDOR	19L482	Coated Gloves,Palm and Fingers,XL,PR					
13240	CONDOR	3ZL50	Leather Drivers Gloves,Cowhide,L,PR					
13075	CONDOR	3ZL49	Leather Drivers Gloves,Cowhide,XL,PR					
12983	AIR HANDLER	2W234	Std Cap.Pleated Filter,12x24x2,MERV7					
12929	CONDOR	1FYX8	Safety Glasses,Gray					
12660	AIR HANDLER	5W512	Std Cap.Pleated Filter,20x25x1,MERV7					
12391	ENERGIZER	L91SBP-8	Standard Battery,AA,Lithium,PK8					
12193	IRONCLAD	EXO-MWR-05-XL	Mechanics Glove,XL,Black/Gray,PR					
12185	ACORN	2563-010-001	Water Diaphragm Assembly					
11960	3M	8511	Disposable Respirator,N95,Universal,PK10					
11936	SCRUBS	42272	Hand Cleaning Towels,10" x 12" ,Citrus					
11881	RUST-OLEUM	203022	Markng Paint,17 oz.,Cautn Blue/APWA Blue					
11880	HOTHANDS	HH2	Hand Warmer,2-1/4 in. x 3-1/2 in.,PR					
11820	MICROFLEX	MK-296-L	Disposable Gloves,Nitrile,L,Black,PK100					

11715	IRONCLAD	EXO-MWR-04-L	Mechanics Glove,L,Black/Gray,Neoprene,PR					
11660	TOUGH GUY	20CB5	Wasp and Hornet Killer,Aerosol,20 oz.					
11495	GEORGIA-PACIFIC	26301	Roll,Hardwound,7-7/8",800 ft.,Brown,PK6					
11423	CONDOR	2UUJ6	Knit Gloves,XL,Natural,PR					
11293	GE LIGHTING	F54W/TS/841/HO/ECO	Fluorescent Linear Lamp,T5,Cool,4100K					
11246	GE LIGHTING	F40DX/ECO	Fluorescent Lamp,T12,Daylight,6500K					
11207	HONEYWELL	NF11/10XL	Coated Gloves,XL,Black/Red,PR					
11022	MICROFLEX	SG-375-XL	Disposable Gloves,Latex,XL,Blue,PK50					
11013	AIR HANDLER	5W510	Std Cap.Pleated Filter,16x25x1,MERV7					
10912	GEORGIA-PACIFIC	12798	Toilet Paper,Envision(R),Jumbo,2Ply,PK8					
10814	GE LIGHTING	F32T8/SPX30/ECO2	Fluorescent Linear Lamp,T8,Warm,3000K					
10740	GE LIGHTING	F32T8/XL/SPX41/HL/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
10724	GE LIGHTING	F32T8/SPX41/ECO2	Fluorescent Linear Lamp,T8,Cool,4100K					
10663	AIR HANDLER	6B938	High Cap.Pleated Filter,20x20x1,MERV8					
10593	AIR HANDLER	5W509	Std Cap.Pleated Filter,16x20x1,MERV7					
10590	PURELL	9652-12	Hand Sanitizer,Bottle,Gel					
10507	TOUGH GUY	33NT68	Bleach,1 gal.,Chlorine,Bottle,PK3					
10422	CONDOR	1FYX6	Safety Glasses,Clear					
10420	GRAINGER APPROVED	1PJZ3	Corrugated Moving/Storage Box,32 ECT					
10318	RAYOVAC	944C	Lantern Battery,Heavy Dty,6V,Spring Term					
10247	MICROFLEX	MK-296-XL	Disposable Gloves,Nitrile,XL,Black,PK100					
10212	MICROFLEX	N644	Disposable Gloves,Nitrile,XL,Black,PK100					
9992	AIR HANDLER	6B933	High Cap.Pleated Filter,20x24x2,MERV8					
9984	RUST-OLEUM	206043	Athletic Field Striping Paint,White					
			TORQ "CB"* (NFSCA)					
			1/4 USS ALLOY FLAT WASHER					
			1/4 SUPER PRIM DRILL					
			3/8 USS ALLOY FLAT WASHER					
			GLOSS BLACK PAINT					
			16-14 FAST HS BUTT CONN					
			3/8 SUPER PRIM DRILL 1-PK					
			1/8 SUPER PRIM DRILL					
			5/16 USS ALLOY FLAT WASHER					
			3/16 SUPER PRIM DRILL					
			1/4 USS GR8 HEX NUT					
			1/2 SUPER PRIM DRILL					
			14X1 HWH DR PT SCREW					
			5/32 SUPER PRIM DRILL					
			3/8 USS GR8 HEX NUT					
			9/64 SUPER PRIM DRILL					
			5/16 SUPER PRIM DRILL					
			5/16 USS GR8 HEX NUT					
			1/4 USS FLAT WASHER					
			1/2 USS ALLOY FLAT WASHER					
			3/32X4 BLK CABLE TIE					
			12X1 HWH DR PT SCREW					
			25/64 SUPER PRIM DRILL					
			17/64 SUPER PRIM DRILL					
			22-18 FAST HS BUTT CONN					
			FAST HS BLUE/RED BUTT CON					
			1/4 SAE ALLOY FLAT WASHER					
			7/64 SUPER PRIM DRILL					
			7/16 USS ALLOY FLAT WASHER					
			13/64 SUPER PRIM DRILL					
			1/2 USS GR8 HEX NUT					
			11/64 SUPER PRIM DRILL					
			INTER-LUBE PENT GREASE					
			3/8 SAE ALLOY FLAT WASHER					
			#4 MINI HOSE CLAMP					
			1/4 GR8 LOCKWASHER					
			3/8 GR8 LOCKWASHER					
			5/16 USS FLAT WASHER					
			3/8 USS FLAT WASHER					
			16-14 NY BUTT CONNECTOR					
			3/32 SUPER PRIM DRILL					
			1/2X6 SHRINK TUBING					
			7/32 SUPER PRIM DRILL					
			3/8-16 GD8 NYLON LOCKNUT					
			5/16 GR8 LOCKWASHER					
			1/4-20 GD8 NYLON LOCKNUT					
			15A MINI FUSE					
			DOT PUSH-IN UNION					
			5/16 SAE ALLOY FLAT WASHER					
			9/64X6 BLK CABLE TIE					
94611			Cable Ties-Nylon, 11.75" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 3" Bundle Diameter					
94610			Cable Ties-Nylon, 8" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1-3/4" Bundle Diameter					
94613			Cable Ties-Nylon, 15.25" Length, 0.30" Width, Black, 120 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter					
94612			Cable Ties-Nylon, 15.5" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter					
94609			Cable Ties-Nylon, 4" Length, 0.10" Width, Black, 18 LBs Minimum Loop Tensile Strength, 7/8" Bundle Diameter					
88445			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/4					
88447			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 3/8					
88446			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 5/16					
A528			Lock Washer, Alloy Steel, Zinc Finish, 1/4					
FA502			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16					
A529			Lock Washer, Alloy Steel, Zinc Finish, 5/16					
A101			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/16-18					
A100			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20					
511			Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #10					
FA501			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 1/4					
A102			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 3/8-16					
FA503			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 3/8					
FA95678			Hex Nut, Grade 5, Zinc Finish, Steel, 5/16-18					
88449			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/2					
92823			2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length					
88435			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/4					
FA88445			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 1/4					
A530			Lock Washer, Alloy Steel, Zinc Finish, 3/8					
FA95677			Hex Nut, Grade 5, Zinc Finish, Steel, 1/4-20					
84931			Self-Drilling Screw, Hex Head, Zinc Finish, Steel, #10 x 3/4"					
88437			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 3/8					
85487M01			Cable Ties, 7.31" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 1-3/4" Bundle Diameter					
523			Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #8					
94728			Superbutt Connector-Long Barrel 16-14 AWG, 1.075" Length, Nylon-Insulated					
FA88446			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 5/16					
FA528A			Lock Washer, Alloy Steel, Yellow Zinc Finish, 1/4					
88436			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 5/16					
1368141			Clear Butt Connector 16-14 AWG - Crimp and Adhesive-lined Crystal Clear Heat Seal Tubing for a Secure, Visible Connection.					
FA95679			Hex Nut, Grade 5, Zinc Finish, Steel, 3/8-16					
FA528			Lock Washer, Non-Linking, Zinc Finish, Steel, 1/4					
87508			Flat Washer, Property Class 12 Thru-Hardened, Zinc Finish, Steel, M6					
85489M01			Cable Ties, 14.19" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 4" Bundle Diameter					
1172			Sheet Metal Screw, Phillips Pan Head, Zinc Finish, Steel, #10 x 3/4"					
FA88447			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 3/8					
85490M01			Cable Ties, 13 38" Length, 0.27" Width, Black, 120 LBs Minimum Loop Tensile Strength, 3/16 - 3-1/2" Bundle Diameter					
88439			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/2					
88448			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 7/16					
94727			Superbutt Connector-Long Barrel 22-18 AWG, 1.05" Length, Nylon-Insulated					
2539			Self-Drilling Screw, Hex Head, Zinc Finish, Steel, 1/4 x 1"					
1145786			2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length					
29583			Cable Ties-Nylon, 6" Length, 0.14" Width, Black, 30 LBs Minimum Loop Tensile Strength, 1-1/4" Bundle Diameter					
FA529			Lock Washer, Non-Linking, Zinc Finish, Steel, 5/16					
FA529A			Lock Washer, Alloy Steel, Yellow Zinc Finish, 5/16					
601			Hex Cap Screw, Grade 8, Alloy Steel, Zinc Finish, 1/4-20 x 3/4 "					
92822			2-Piece Heat Seal Butt Connector 22-18 AWG, 1.45" Length					

REGION 4 ESC

RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:
Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

Please see Appendix B, Terms and Conditions Acceptance Form #1

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, **X** will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, **X** does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES KW Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

Please see Appendix B, Terms and Conditions Acceptance Form #2.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

Please see Appendix B, Terms and Conditions Acceptance Form #2.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒ **Cannot certify compliance absent opportunity specific information.** KS

Please see Appendix B, Terms and Conditions Acceptance Form #3.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒ **Cannot certify compliance absent opportunity specific information.** KS

Please see Appendix B, Terms and Conditions Acceptance Form #4

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒ Does offeror agree? **YES**

KS Initials of Authorized Representative of offeror

Offeror's Name: W.W. Grainger, Inc.
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045
Phone Number: 800-472-4643
Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White
Email Address: ken.white@grainger.com
Signature of Authorized Representative: Ken White
Date: 0624024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Please see Appendix B, Terms and Conditions Acceptance Form #5.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643: Toll Free Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address:
ken.white@grainger.com Ken White

Signature of Authorized Representative: Date: 062424

Version March 19, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, W.W. Grainger, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ken White

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

062424

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation. Please see Appendix B, Terms and Conditions Acceptance Form #6.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code; 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White, National Government Sales Manager

Email Address: Ken.White@grainger.com Ken White

Signature of Authorized Representative:

Date: 062424

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: W.W. Grainger, Inc.

Organization Address: 100 Grainger Parkway, Lake Forest, IL 60045

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): for profit publicly traded corporation

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
The Vanguard Group (investment firm) 10.61 %	100 Vanguard Boulevard, Malvern, PA 19355

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
No parent: Grainger is the parent	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Vanguard is an investment management firm owned by its investors and is not publicly traded	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ken White	Title:	National Government Sales Manager
Signature:	Ken White	Date:	062424

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Colorado
County of Douglas ss:

I, Ken White (name of affiant) residing in Highland Ranch (name of municipality)
in the County of Douglas and State of Colorado of
full age, being duly sworn according to law on my oath depose and say that:

I am National Government Sales Manager (title or position) of the firm of W.W. Grainger, Inc. (name of firm)

the bidder making this Proposal for the bid entitled Solicitation Number 24-08, Region 4, Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by W.W. Grainger, Inc. .

Subscribed and sworn to

before me this day

Ken White
Signature

June 21st, 2024

KEN WHITE
(Type or print name of affiant under signature)

Vinessa J Olp
Notary public of Colorado

My Commission expires 01/18/2026

(Seal)

VINESSA J OLP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184001606
MY COMMISSION EXPIRES 01/18/2026

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL 60045

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

062424
Date

Ken White NationalGovernmentSalesManager
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Not Applicable to Grainger

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	W.W. Grainger, Inc.		
Address:	100 Grainger Parkway		
City:	Lake Forest	State: IL	Zip: 60045

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Ken White — Signature

Ken White — Printed Name

National Government Sales Manager — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
No Contributions			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The Vanguard Group (investment firm) 100 10.61% Home Address: 100 Vanguard Blvd. Malvern, PA 19355	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 21st day of June, 2024

(Notary Public) Vinessa J Olp

My Commission expires: 01/18/2026

(Affiant)

KEN WHITE NGSM

(Print name & title of affiant)

(Corporate Seal)

VINESSA J OLP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184001606
MY COMMISSION EXPIRES 01/18/2026

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ken White _____ 062424 _____

Signature Date

Ken White, National Government Sales Manager

Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Ken White	062424
Signature of Vendor's Authorized Representative	Date
Ken White, National Government Sales Manager	36-1150280
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
W.W. Grainger, Inc.	800-472-4643
Vendor's Name	Vendor's Phone Number
100 Grainger Parkway	NA
Vendor's Address (Street Address)	Vendor's Fax Number
Lake Forest, IL 60045	ken.white@grainger.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Grainger's current State Division of Revenue issued Business Registration Certificate.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	W. W. GRAINGER, INC.
Trade Name:	GRAINGER
Address:	100 GRAINGER PKWY LAKE FOREST, IL 60045-5202
Certificate Number:	0092081
Effective Date:	August 08, 1946
Date of Issuance:	February 26, 2024

For Office Use Only:

20240226085040790

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

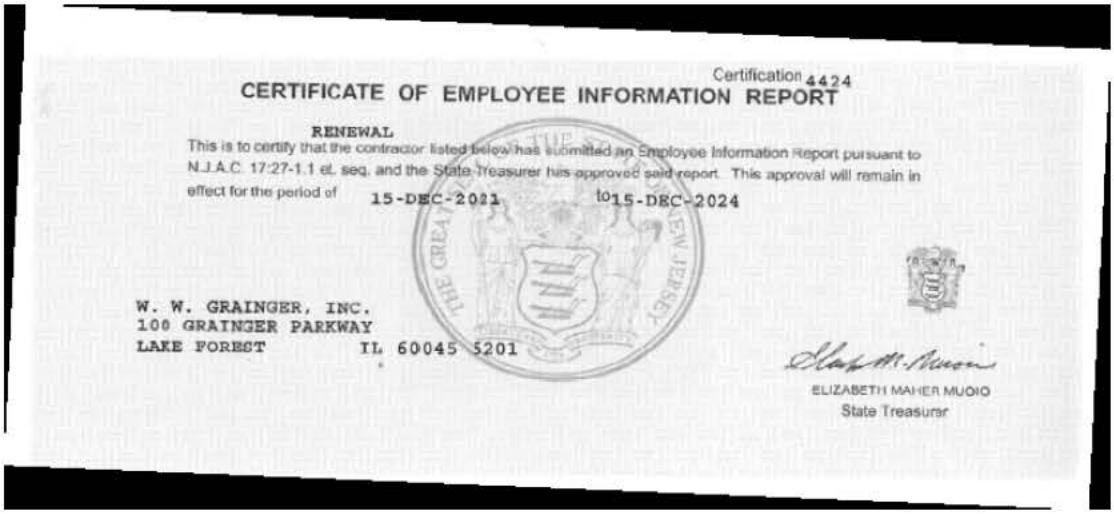
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ken White Title: National Governmnet Sales Manager

Signature: Ken White Date: 062424



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Solicitation Number 24-08, Region 4 ESC, Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services **VENDOR NAME:** W.W. Grainger, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ken White

Signature

062424

Date

Ken White, National Government Sales Manager

Print Name and Title

DPP Rev. 12.13.2021

Grainger's Guarantee and Warranty Policy

SATISFACTION GUARANTEE TO ALL CUSTOMERS.
Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

LIMITED WARRANTY.

A. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR USE IN GOVERNMENT AND NOT RESALE.

B. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID. GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.
EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

Warranty Product Return.
Before returning any product, Customer should contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

Grainger's Return Policy

PRODUCT RETURNS.

A. **GRAINGER 30-DAY SATISFACTION GUARANTEE.** You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.

B. **RETURNS AFTER 30 DAYS.** Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Grainger.

C. **FINAL SALE ITEMS.** Items sold on a “Final Sale” basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as “Non-Cancellable” or “Non-Returnable”; and (vi) any other items that Grainger may designate as a “Final Sale” from time to time.

RETURNS PROCESS.

If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest Grainger branch location. If you are shipping the product:

1. Carefully package the item(s) and include the packing slip.
2. Write the reason for returning the product on your packing slip; if the packing slip is not available, please provide the purchase date, the original invoice number and the item number for the product.
3. Indicate whether you would like a replacement product or a credit.
4. Ship the package to the nearest Grainger branch
5. Please prepay shipping – Grainger does not accept Cash on Delivery (C.O.D.s).
6. For assistance with returns, call Grainger Customer Care at 1-800-GRAINGER (472-4643)

Custom orders are sold on a “Final Sale” basis only. No cancellations, returns, refunds or credits are allowed.

TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

1. SOURCED PRODUCTS

a. SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.

b. SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

c. **SOURCED PRODUCTS WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

d. SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Seller location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller or manufacturer error, or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns, or refunds are allowed, except if Sourced Products are defective.

e. In the event that Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

2. SOURCED SERVICES

a. SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service

Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

b. SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A Sourced Service Provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

c. SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular issue, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular issue. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular issue shall be Buyer's sole and exclusive remedy.

d. SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

e. SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

EVCO PARTNERS, L.P. DBA Burgoon Company

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Donna Hanson
NAICS: 423990, 423450, 423490, 423730, 423740, 423840 UNSPSC: 12000000, 23000000, 23131500, 24131500, 27110000, 27111500, 27111501, 27111502, 27111503, 27111504, 27111505, 27111506, 27111507, 27111508, 27111509, 27111510, 27111511, 27111512, 27111513, 27111514, 27111515, 27111516, 27111517, 27111518, 27111519, 27111520, 27111521, 27111522, 27111523, 27111524, 27111525, 27111526, 27111527, 27111529, 27111530, 27111531, 27111532, 27111533, 27111534, 27111535, 27111536, 27111537, 27111538, 27111539, 27111540, 27111541, 27111542, 27111543, 27111544, 27111545, 27111546, 27111547, 27111548, 27111549, 27111550, 27111551, 27111552, 27111553, 27111554, 27111555, 27111556, 27111557, 27111558, 27111559, 27111560, 27111561, 27111562, 30000000, 30190000, 31000000, 31162800, 40100000, 40101701, 41113000, 42000000, 42150000, 46000000, 47121700, 47121701, 47121702, 47121703, 47121704, 47121705, 47121706, 47121707, 47121708, 47121709, 47121710, 60106107
Certification Number: W050151
Renewal Date: March 31, 2024
WOSB Regulation Expiration Date: 03/31/2026

WBEA

April Day, Women's Business Enterprise Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

April 16, 2024

Donna Hanson
EVCO PARTNERS, L.P. DBA Burgoon Company
P.O. Box 290
Texas City, TX 77592-1168

Dear Donna Hanson:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***SBE WBE**

Certification Number: **224042137**
Certification Expiration: **April 30, 2026**

Providing the following products or services:
NAICS 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS
NAICS 423450: MEDICAL EQUIPMENT MERCHANT WHOLESALERS
NAICS 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS
NAICS 424690: OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANT WHOLESALERS
NAICS 425120: AGENTS AND BROKERS, DURABLE GOODS, WHOLESALE TRADE

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is April 30, 2026.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sheena Thomas
Executive Director

From: Hubzone Helpdesk
To: Emily Marks
Cc: Donna Hanson
Subject: RE: EVCO Partners LP DBA Burgoon Company Letter request CSH Email ID:0045500010353
Date: Thursday, July 6, 2023 3:32:29 PM
Attachments: image.png

Hi Emily,

I believe I just sent this over, but just in case, I wanted to ensure you got it. Please reach out if you have any questions or concerns.

SBA - HUBZone
CONTINUED CERTIFICATION LETTER (RECERTIFICATION)

EMILY MARKS -
2701 PALMER HWY
TEXAS CITY, TX, 77590-6938

Dear EMILY MARKS:
I am pleased to advise you that based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect for one year unless: the firm acquires, is acquired by, or merges with another firm during that one-year period; the firm is performing a HUBZone contract and fails to attempt to maintain the minimum employee HUBZone residency percentage; or the firm voluntarily withdraws from the program. The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a Certified HUBZone Small Business Concern

As a certified HUBZone small business concern, the firm may receive program benefits, including eligibility for HUBZone set-aside awards, HUBZone sole source awards, the HUBZone Price Evaluation Preference in full and open competition, and HUBZone reserves. These benefits come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone area designations by visiting the HUBZone Maps on the HUBZone website at http://www.sba.gov/hubzone**.
- Annually recertifying the eligibility of the firm.
- Checking SBA's HUBZone Maps to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in HUBZone designations may critically affect the firm's compliance with the program requirements that its principal office be located in a HUBZone and that at least 35% of its employees reside in a HUBZone.
- Signing up to receive HUBZone News Updates by entering your email address at https://public.govdelivery.com/accounts/USSBA/subscriber/new. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.
- Complying with the limitations on subcontracting requirements and nonmanufacturer rule when performing any HUBZone contracts (see 13 C.F.R. &###167;&###167; 126.700, 125.6, 121.406).
- "Attempting to maintain" compliance with the 35% HUBZone residency requirement during the performance of any HUBZone contracts. "Attempt to maintain" means making substantive and documented efforts, such as written offers of employment, published advertisements seeking employees, and attendance at job fairs and applies only to concerns during the performance of any HUBZone contract. A certified HUBZone small business concern that has less than 20% of its total employees residing in a HUBZone during the performance of a HUBZone contract has failed to attempt to maintain the HUBZone residency requirement and may be proposed for decertification.
- Notifying SBA if the firm is performing a HUBZone contract and has fewer than 20% of its employees residing in a HUBZone.
- Notifying SBA within 30 days if the firm is acquired by, acquires, or merges with another firm.
- Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm???s SAM or DSBS information, please go to the SAM Help Desk at https://fsd.gov/fsd-gov/home.do.
- Responding to notices from SBA, including notices regarding program examinations, protests, proposed decertifications, and recertifications. The HUBZone Program sends such notices to the firm's email addresses on record in DSBS. If the firm fails to respond to these notices, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you keep the firm's SAM and DSBS profiles current and check your email's SPAM folder to make sure that you are receiving emails from SBA.

Note Regarding Redesignated Areas

In accordance with Section 1701 of the National Defense Authorization Act of 2018, areas that would have lost their HUBZone eligibility during 2018 and 2019, through expiration of their status as a redesignated area, will retain their HUBZone eligibility until December 31, 2021. For planning purposes, if the firm's principal office is located or some of its employees reside in such an area, you should consider actions to maintain program compliance after that date.

Misrepresentation
By bidding on any Federal solicitation that is set-aside or reserved for certified HUBZone small business concerns or for which a HUBZone price evaluation preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is a certified HUBZone small business concern in compliance with the HUBZone Program requirements. ANY FIRM FOUND TO HAVE WILLFULLY MISREPRESENTED ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL AND CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program
Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website, available at http://www.sba.gov/gcclassroom, provides valuable information on Federal contracting.
- Contract Opportunities (https://beta.sam.gov/) serves as a central listing for Federal procurement solicitations to the public. The Federal Procurement Data System is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm???s SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes, as long as your firm meets the applicable size standard and is determined to be responsible to perform the required work. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your firm's primary NAICS code.

We wish you the best of luck as a certified HUBZone small business concern - your success will help improve the economic future of the HUBZones in which the firm operates.
If at any time you have any questions about the Program or how SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. For additional information, visit our website at http://www.sba.gov/hubzone or contact the HUBZone Help Desk at HUBZone@sba.gov.

Respectfully,
Lori Gillen
Director
Office of HUBZone Program
U.S. Small Business Administration

Email: HubZone Helpdesk

Best regards,
HUBZone Office - Helpdesk Support
Office of Government Contracting & Business Development
U.S. Small Business Administration
hubzone@sba.gov
How are we doing? Please let us know by taking a brief survey: HUBZone Program Customer Feedback Survey

HUBZone offers eligibility assistance on Tues and Thu from 2-3pm ET via toll free number: 1-208-391-5817 access code 278 449 067# Participants influence the topics by their questions. HUBZone staff facilitates the discussion by providing the answers and introducing specific topics as time allows. This format offers the opportunity to learn how to maintain eligibility to decrease the possibility of an initial application being declined or being decertified after obtaining the HUBZone certification.

U.S. Small Business Administration

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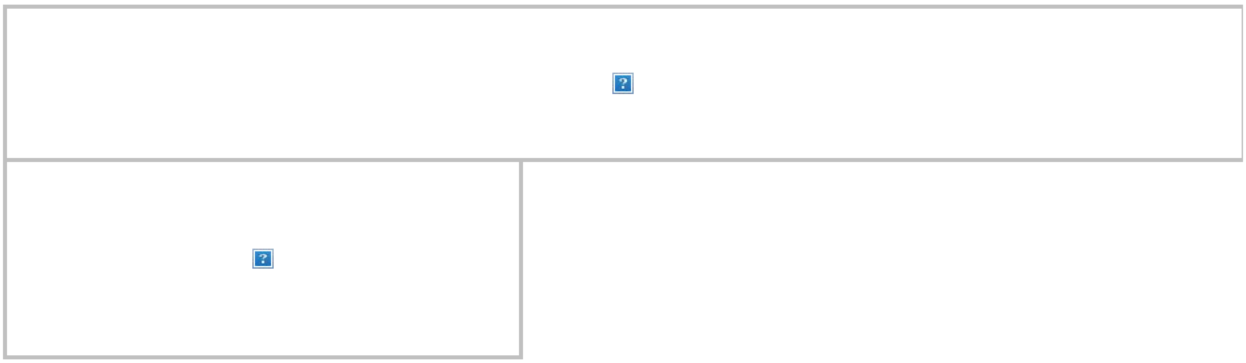
---------- Original Message ----------
From: Emily Marks <emarks@burgooncompany.com>;
Received: Thu Jul 06 2023 16:09:52 GMT-0400 (Eastern Daylight Time)
To: Hubzone Helpdesk <hubzone@sba.gov>; HUBZone@sba.gov <hubzone@sba.gov>;
Cc: Donna Hanson <dhanson@burgooncompany.com>;
Subject: EVCO Partners LP DBA Burgoon Company Letter request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Hi there,

I called today during the call. I found the correspondence section but our letters are not up to date. Can you please send me a copy of our recertification letter?
EVCO Partners, LP DBA Burgoon Company - 23187

Thank you,



Emily Marks | *VP of Sales and Marketing*
Phone: (903)466-4875| **Fax:** (409)766-1899
132 Jefferson St, Ste B Pittsburg, TX 75686
www.burgooncompany.com | www.burgooncompanytrailers.com
Email: emarks@burgooncompany.com

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1202983931800**
Approval Date: **October 23, 2023**
Scheduled Expiration Date: **October 23, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EVCO PARTNERS, L.P. DBA Burgoon Company

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 23, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SAM.GOV®

EVCO PARTNERS LP

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JJGJPJNVDRP6	**1M1C8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 21, 2025**	
Physical Address	Mailing Address	
2701 Palmer HWY **Texas City, Texas 77590-6938** **United States**	**P. O. Box 290** **Texas City, Texas 77592-0290** **United States**	

Business Information

Doing Business as	Division Name	Division Number
BURGOON CO	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**http://www.burgooncompany.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 24, 2024	**Jan 22, 2024**	**May 26, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 24, 2005	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

SBA-Certified Women-Owned Small Business
Entrance Date: **Aug 13, 2021**
Exit Date: **(blank)**
SBA Certified HUBZone Firm
Entrance Date: **Jun 22, 2006**
Exit Date: **(blank)**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**1M1C8**

Points of Contact

Electronic Business

Dawn Ware, Operations Mgr

P O Box 290
Texas City, Texas 77592
United States

Government Business

Emily Marks, Business Development

P O Box 290
Texas City, Texas 77592
United States

DONNA HANSON

P O Box 290
Texas City, Texas 77592
United States

Past Performance

Donna Hanson

PO Box 290
Texas City, Texas 77592
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**339999**	**All Other Miscellaneous Manufacturing**
	315990	**Apparel Accessories And Other Apparel Manufacturing**
	316210	**Footwear Manufacturing**
	322212	**Folding Paperboard Box Manufacturing**
	322220	**Paper Bag And Coated And Treated Paper Manufacturing**
	324191	**Petroleum Lubricating Oil And Grease Manufacturing**
	325199	**All Other Basic Organic Chemical Manufacturing**
	325413	**In-Vitro Diagnostic Substance Manufacturing**
	325998	**All Other Miscellaneous Chemical Product And Preparation Manufacturing**
	332216	**Saw Blade And Handtool Manufacturing**
	332312	**Fabricated Structural Metal Manufacturing**
	332420	**Metal Tank (Heavy Gauge) Manufacturing**
	332510	**Hardware Manufacturing**
	332722	**Bolt, Nut, Screw, Rivet, And Washer Manufacturing**

332912	Fluid Power Valve And Hose Fitting Manufacturing
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
333923	Overhead Traveling Crane, Hoist, And Monorail System Manufacturing
333994	Industrial Process Furnace And Oven Manufacturing
333995	Fluid Power Cylinder And Actuator Manufacturing
333996	Fluid Power Pump And Motor Manufacturing
334510	Electromedical And Electrotherapeutic Apparatus Manufacturing
334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
334516	Analytical Laboratory Instrument Manufacturing
334519	Other Measuring And Controlling Device Manufacturing
335921	Fiber Optic Cable Manufacturing
335999	All Other Miscellaneous Electrical Equipment And Component Manufacturing
336310	Motor Vehicle Gasoline Engine And Engine Parts Manufacturing
337127	Institutional Furniture Manufacturing
337215	Showcase, Partition, Shelving, And Locker Manufacturing
339113	Surgical Appliance And Supplies Manufacturing
339991	Gasket, Packing, And Sealing Device Manufacturing
423120	Motor Vehicle Supplies And New Parts Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423440	Other Commercial Equipment Merchant Wholesalers
423450	Medical, Dental, And Hospital Equipment And Supplies Merchant Wholesalers
423490	Other Professional Equipment And Supplies Merchant Wholesalers
423610	Electrical Apparatus And Equipment, Wiring Supplies, And Related Equipment Merchant Wholesalers
423620	Household Appliances, Electric Housewares, And Consumer Electronics Merchant Wholesalers
423690	Other Electronic Parts And Equipment Merchant Wholesalers
423710	Hardware Merchant Wholesalers
423720	Plumbing And Heating Equipment And Supplies (Hydronics) Merchant Wholesalers
423730	Warm Air Heating And Air-Conditioning Equipment And Supplies Merchant Wholesalers
423740	Refrigeration Equipment And Supplies Merchant Wholesalers
423810	Construction And Mining (Except Oil Well) Machinery And Equipment Merchant Wholesalers
423820	Farm And Garden Machinery And Equipment Merchant Wholesalers
423830	Industrial Machinery And Equipment Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
423850	Service Establishment Equipment And Supplies Merchant Wholesalers
424210	Drugs And Druggists' Sundries Merchant Wholesalers
424610	Plastics Materials And Basic Forms And Shapes Merchant Wholesalers
424690	Other Chemical And Allied Products Merchant Wholesalers
424950	Paint, Varnish, And Supplies Merchant Wholesalers
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers

Product and Service Codes

PSC	PSC Name
1290	**Miscellaneous Fire Control Equipment**
1390	**Fuzes And Primers**
2040	**Marine Hardware And Hull Items**
2090	**Miscellaneous Ship And Marine Equipment**
2320	**Trucks And Truck Tractors, Wheeled**
2330	**Trailers**
2410	**Tractor, Full Tracked, Low Speed**
2420	**Tractors, Wheeled**
2590	**Miscellaneous Vehicular Components**
2815	**Diesel Engines And Components**
2910	**Engine Fuel System Components, Nonaircraft**
2920	**Engine Electrical System Components, Nonaircraft**
2930	**Engine Cooling System Components, Nonaircraft**
3030	**Belting, Drive Belts, Fan Belts, And Accessories**
3110	**Bearings, Antifriction, Unmounted**
3210	**Sawmill And Planing Mill Machinery**
3220	**Woodworking Machines**
3230	**Tools And Attachments For Woodworking Machinery**
3405	**Saws And Filing Machines**
3411	**Boring Machines**
3415	**Grinding Machines**
3416	**Lathes**
3417	**Milling Machines**
3418	**Planers And Shapers**
3419	**Miscellaneous Machine Tools**
3431	**Electric Arc Welding Equipment**
3432	**Electric Resistance Welding Equipment**
3438	**Miscellaneous Welding Equipment**
3439	**Miscellaneous Welding, Soldering, And Brazing Supplies And Accessories**
3450	**Machine Tools, Portable**
3455	**Cutting Tools For Machine Tools**
3456	**Cutting And Forming Tools For Secondary Metalworking Machinery**
3460	**Machine Tool Accessories**
3470	**Machine Shop Sets, Kits, And Outfits**
3510	**Laundry And Dry Cleaning Equipment**
3590	**Miscellaneous Service And Trade Equipment**
3655	**Gas Generating And Dispensing Systems, Fixed Or Mobile**

3694	**Clean Work Stations, Controlled Environment, And Related Equipment**
3710	**Soil Preparation Equipment**
3720	**Harvesting Equipment**
3750	**Gardening Implements And Tools**
3805	**Earth Moving And Excavating Equipment**
3830	**Truck And Tractor Attachments**
3895	**Miscellaneous Construction Equipment**
3920	**Material Handling Equipment, Nonself-Propelled**
3930	**Warehouse Trucks And Tractors, Self-Propelled**
3940	**Blocks, Tackle, Rigging, And Slings**
3990	**Miscellaneous Materials Handling Equipment**
4010	**Chain And Wire Rope**
4020	**Fiber Rope, Cordage, And Twine**
4030	**Fittings For Rope, Cable, And Chain**
4110	**Refrigeration Equipment**
4120	**Air Conditioning Equipment**
4130	**Refrigeration And Air Conditioning Components**
4140	**Fans, Air Circulators, And Blower Equipment**
4210	**Fire Fighting Equipment**
4220	**Marine Lifesaving And Diving Equipment**
4235	**Hazardous Material Spill Containment And Clean-Up Equipment And Material**
4240	**Safety And Rescue Equipment**
4250	**Recycling And Reclamation Equipment**
4310	**Compressors And Vacuum Pumps**
4320	**Power And Hand Pumps**
4410	**Industrial Boilers**
4420	**Heat Exchangers And Steam Condensers**
4430	**Industrial Furnaces, Kilns, Lehrs, And Ovens**
4440	**Driers, Dehydrators, And Anhydrators**
4460	**Air Purification Equipment**
4510	**Plumbing Fixtures And Accessories**
4520	**Space And Water Heating Equipment**
4530	**Fuel Burning Equipment Units**
4540	**Waste Disposal Equipment**
4610	**Water Purification Equipment**
4710	**Pipe, Tube And Rigid Tubing**
4720	**Hose And Flexible Tubing**
4730	**Hose, Pipe, Tube, Lubrication, And Railing Fittings**
4810	**Valves, Powered**
4820	**Valves, Nonpowered**
4930	**Lubrication And Fuel Dispensing Equipment**
4940	**Miscellaneous Maintenance And Repair Shop Specialized Equipment**
5110	**Hand Tools, Edged, Nonpowered**
5120	**Hand Tools, Nonedged, Nonpowered**
5130	**Hand Tools, Power Driven**
5133	**Drill Bits, Counterbores, And Countersinks: Hand And Machine**
5140	**Tool And Hardware Boxes**
5180	**Sets, Kits, And Outfits Of Hand Tools**
5210	**Measuring Tools, Craftsmen'S**
5220	**Inspection Gages And Precision Layout Tools**

5280	**Sets, Kits, And Outfits Of Measuring Tools**
5305	**Screws**
5306	**Bolts**
5307	**Studs**
5310	**Nuts And Washers**
5315	**Nails, Machine Keys, And Pins**
5320	**Rivets**
5325	**Fastening Devices**
5330	**Packing And Gasket Materials**
5331	**O-Ring**
5340	**Hardware, Commercial**
5350	**Abrasive Materials**
5355	**Knobs And Pointers**
5360	**Coil, Flat, Leaf, And Wire Springs**
5365	**Bushings, Rings, Shims, And Spacers**
5430	**Storage Tanks**
5440	**Scaffolding Equipment And Concrete Forms**
5450	**Miscellaneous Prefabricated Structures**
5610	**Mineral Construction Materials, Bulk**
5620	**Tile, Brick And Block**
5630	**Pipe And Conduit, Nonmetallic**
5660	**Fencing, Fences, Gates And Components**
5855	**Night Vision Equipment, Emitted And Reflected Radiation**
5910	**Capacitors**
5920	**Fuses, Arrestors, Absorbers, And Protectors**
5925	**Circuit Breakers**
5935	**Connectors, Electrical**
5950	**Coils And Transformers**
5961	**Semiconductor Devices And Associated Hardware**
5965	**Headsets, Handsets, Microphones And Speakers**
5970	**Electrical Insulators And Insulating Materials**
5975	**Electrical Hardware And Supplies**
5998	**Electrical And Electronic Assemblies, Boards, Cards, And Associated Hardware**
6105	**Motors, Electrical**
6110	**Electrical Control Equipment**
6115	**Generators And Generator Sets, Electrical**
6120	**Transformers: Distribution And Power Station**
6125	**Converters, Electrical, Rotating**
6130	**Converters, Electrical, Nonrotating**
6135	**Batteries, Nonrechargeable**
6140	**Batteries, Rechargeable**
6145	**Wire And Cable, Electrical**
6150	**Miscellaneous Electric Power And Distribution Equipment**
6160	**Miscellaneous Battery Retaining Fixtures, Liners And Ancillary Items**
6210	**Indoor And Outdoor Electric Lighting Fixtures**
6220	**Electric Vehicular Lights And Fixtures**
6230	**Electric Portable And Hand Lighting Equipment**
6240	**Electric Lamps**
6250	**Ballasts, Lampholders, And Starters**
6260	**Nonelectrical Lighting Fixtures**

6330	**Railroad Signal And Warning Devices**
6350	**Miscellaneous Alarm, Signal, And Security Detection Systems**
6515	**Medical And Surgical Instruments, Equipment, And Supplies**
6530	**Hospital Furniture, Equipment, Utensils, And Supplies**
6532	**Hospital And Surgical Clothing And Related Special Purpose Items**
6545	**Replenishable Field Medical Sets, Kits, And Outfits**
6625	**Electrical And Electronic Properties Measuring And Testing Instruments**
6640	**Laboratory Equipment And Supplies**
6645	**Time Measuring Instruments**
6670	**Scales And Balances**
6720	**Cameras, Still Picture**
6730	**Photographic Projection Equipment**
6910	**Training Aids**
7110	**Office Furniture**
7125	**Cabinets, Lockers, Bins, And Shelving**
7210	**Household Furnishings**
7220	**Floor Coverings**
7230	**Draperies, Awnings, And Shades**
7240	**Household And Commercial Utility Containers**
7290	**Miscellaneous Household And Commercial Furnishings And Appliances**
7310	**Food Cooking, Baking, And Serving Equipment**
7320	**Kitchen Equipment And Appliances**
7330	**Kitchen Hand Tools And Utensils**
7360	**Sets, Kits, Outfits And Modules, Food Preperation And Serving**
7720	**Musical Instrument Parts And Accessories**
7810	**Athletic And Sporting Equipment**
7820	**Games, Toys, And Wheeled Goods**
7910	**Floor Polishers And Vacuum Cleaning Equipment**
7920	**Brooms, Brushes, Mops, And Sponges**
8010	**Paints, Dopes, Varnishes, And Related Products**
8020	**Paint And Artists' Brushes**
8105	**Bags And Sacks**
8110	**Drums And Cans**
8115	**Boxes, Cartons, And Crates**
8120	**Commercial And Industrial Gas Cylinders**
8125	**Bottles And Jars**
8130	**Reels And Spools**
8135	**Packaging And Packing Bulk Materials**
8340	**Tents And Tarpaulins**
8405	**Outerwear, Men'S**
8410	**Outerwear, Women'S**
8415	**Clothing, Special Purpose**
8430	**Footwear, Men'S**
8435	**Footwear, Women'S**
8440	**Hosiery, Handwear, And Clothing Accessories, Men'S**
8445	**Hosiery, Handwear, And Clothing Accessories, Women'S**
8540	**Toiletry Paper Products**
9150	**Oils And Greases: Cutting, Lubricating, And Hydraulic**
9505	**Wire, Nonelectrical**
9510	**Bars And Rods**

9530	**Bars And Rods, Nonferrous Base Metal**
9905	**Signs, Advertising Displays, And Identification Plates**
9915	**Collectors' And/Or Historical Items**
9999	**Miscellaneous Items**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

Minority Business Enterprise (MBE)
Mavich, LLC

Mavich, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 334419: OTHER ELECTRONIC COMPONENT MANUFACTURING
NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS

This Certification commences March 11, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: March 31, 2026
Issued Date: March 11, 2024
CERTIFICATION NO. HFMB68987N0326

Ronald C. Jordan, Jr

Certification Administrator

From: North Central Texas Regional Certification Agency
To: Mavich Sales
Subject: NCTRCA: MBE/WBE/SBE Approval Letter
Date: Monday, March 11, 2024 8:45:08 AM

Michelle Manfredini
Mavich, LLC
638 Stoneglen Dr
Keller, TX 76248

RE: Minority Business Enterprise (MBE) Certification Affidavit No. 22536

Dear Manfredini:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Minority Business Enterprise (MBE) in accordance with NCTRCA MBE/WBE/SBE certification eligibility program requirements. Your Certification Identification Number is **HFMB68987N0326**. Your firm is certified as a MBE/WBE/SBE in the following areas;

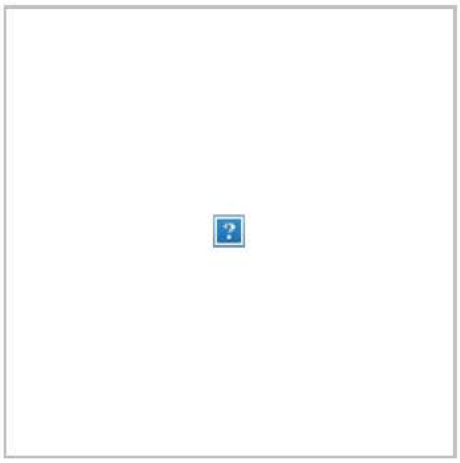
NAICS 334419: OTHER ELECTRONIC COMPONENT MANUFACTURING
NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE/SBE certification eligibility procedures. In order to remain certified, you must submit every two years, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE/SBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE/SBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,



Angela Alexander
Executive Director

This message was sent to: sales@mavich.com
Sent on: 3/11/2024 8:45:01 AM
System ReferenceID: 221925655

Grainger delivers a wide range of services, *both value-added and fee-based*, for our customers to help increase efficiency, remove costs out of your operations and keep your people safe**.**

Please see the following value-added services:

1. Consulting Services
    a. Grainger's Documented Value Program
2. eProcurement Solutions
3. Inventory Management Solutions
4. Field Safety Specialist Support & Safety Resources
5. Managed Footwear Program
6. Grainger Private Label

Please see the following fee-based services:

7. Environmental, Health and Safety (EHS) Services
8. Energy Services
9. Facility Services

1. Consulting Services

Grainger Consulting Services is an industry-leading team of experts that is dedicated to helping Region 4 Members solve its most pressing MRO challenges. Grainger's team analyzes Valvoline's current state and identifies relevant and comprehensive opportunities for improvements. **Based on our findings, most customers have the opportunity to take as much as 15-25% or more out of their total MRO costs.**

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and cost savings for your organization.

Grainger's Cost-Driven Differentiators: Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to Valvoline's organization.

1. **Process**: Grainger can help improve productivity by simplifying Valvoline's procurement and inventory processes while lowering the internal cost to procure and manage MRO parts and supplies.
2. **Supplier**: Grainger will show Region 4 Members how to leverage its suppliers to get the most value for every dollar spent. Grainger's goal is to consolidate spend among fewer suppliers who do more to return value.
3. **Inventory**: Grainger will help optimize Valvoline's inventory position, improve services levels, and minimize the risk of stock-outs — resulting in better operational performance.

Grainger's Approach to Continuous Improvement: Grainger uses a Six Sigma problem-solving methodology known as DMAIC. This proven continuous improvement approach ensures that Grainger's services deliver consistency and quality.

Organizations who choose Grainger's consulting services and implement the recommendations typically save:

- 20 to 30% in process costs
- 10 to 20% in product and supplier costs
- 25 to 35% in inventory costs

Grainger's Partnership: Grainger will work with Region 4 Members through four steps to drive consistency and results, from the first conversation through implementation.

1. Offer Selection
2. Statement of Work
3. Engagement
4. Implement Change

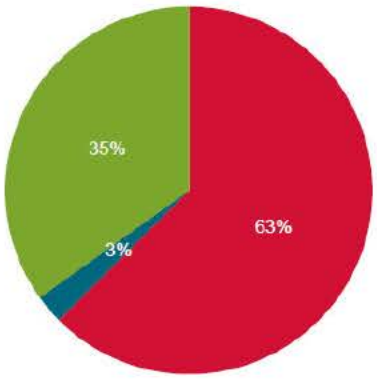
1A Grainger Documented Value Program

Grainger delivers value to help customers control and lower costs through products, services, and solutions. Grainger's Documented Value Program is the technology solution developed by Grainger which enables the tracking, visibility and reporting to the value Grainger delivers your organization.

- The Documented Value Program uses technology to track 24+ points of value across Grainger's products, services and solutions.
- The Grainger Value Receipt℠ provides documentation of a specific value approved by a location.
- The Grainger Value Statement provides a comprehensive summary of the total value Grainger provides in a report customized to you.

Total Value Provided for OMNIA REGION 4

$1,286,872



Products
$804,751
Substitution, Samples and Incentives

Services
$33,001
Consulting, Sustainability, Productivity and Safety

Solutions
$449,119
Inventory Management, Training and Other

Grainger Value			
	Your spend with Grainger	$17,133,872	
	Value provided by Grainger	$1,286,872	8%

Grainger value extends beyond the products we deliver. Our Products, Services, and Solutions help our customers control and lower costs. This document provides a snapshot of the value Grainger provides.

The graphic to the left presents actual Region 4 ESC data from 6/2023 – 5/2024. For every dollar spent by Region 4 ESC Members, 8% is returned,

2. eProcurement

Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment.

Grainger eProcurement solutions can integrate Valvoline's purchasing and enterprise resource planning (ERP) system or Marketplace, like SAP, Coupa, Jaggaer, GEP, and hundreds more, with a punch out experience. For no additional fees, Grainger connects to customers through electronic marketplaces, exchanges, or ERP systems via universal technology standards like cXML and EDI. Customers can punch out to Grainger's online catalog, create a requisition, and return the shopping cart back to the marketplace for review and approval.

When customers implement an eProcurement Procure-to-Pay solution it allows them to:

- Control spend more effectively.
- Increase user productivity with streamlined processes and standardization.
- Spend Controls with approvals within the eProcurement system.
- Centralized Reporting with the eProcurement system.
- Improved requisition-to-order cost and cycle time.

Grainger can set up a scoping call with its eCommerce Solutions team to understand needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes. This means Region 4 Members will reduce costs through productivity enhancements and lowering Valvoline's direct ordering cost. Grainger's dedicated team of experts will help Region 4 Members customize and implement the solution.

Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba, coupa, infor, JAGGAER, Allscripts, GHX, BirchStreet, LAWSON, ORACLE PEOPLESOFT, McKESSON, workday.

3. Inventory Management Solutions

Grainger's KeepStock® Inventory Management Solutions help customers better understand their inventory and reduce the costs to manage it. Grainger's solutions can enable multiple cost-savings opportunities around Valvoline's **process, inventory, and product.** Today Grainger helps over 22,500 customer facilities manage over 14,000,000 storage areas.

Grainger's solutions range from providing digital technology that helps customers manage its own inventory levels, **Customer Managed Inventory (CMI),** to standard Vendor Managed Inventory (VMI) solutions, **Replenish and Onsite including Vending,** to managing complete storeroom or crib across multiple suppliers' products with our KeepStock® **Managed solution. To meet customer requirements, Grainger can implement any and all solutions at a single customer location**.

Grainger's KeepStock® Solutions

CMI	REPLENISH	VENDING	ONSITE	MANAGED
Digital tools for improved visibility and management of Grainger materials	Scheduled visits help ensure the right Grainger materials are kept on hand	Control consumption of Grainger material at the point of use	Dedicated resource with daily presence manages all Grainger materials	Specialist provides MRO supply chain expertise and multi-supplier support
Digital Tools for Customer Managed Inventory	**VMI Program**	**Secure Inventory Management**	**Dedicated Expanded VMI Program**	**Comprehensive Inventory Mgt. Solution**

Why Grainger's Inventory Management Solutions?

1. Inventory management is not a "one size fits all" solution. Grainger takes a **customer-centric approach** to align solutions with Valvoline's needs.
2. Grainger will conduct a collaborative deep dive with your team to identify **the ideal inventory solution** by understanding Valvoline's complete inventory process.
3. Grainger's Onsite Service Representatives (OSRs) are **non-commissioned team members** whose goals center around ensuring you have the inventory you need when you need it.
4. Grainger will jointly establish min/max inventory levels with Region 4 Members **to ensure product availability when and where a product is needed.**
5. Grainger takes an ongoing **continuous improvement (CI) approach** to help Region 4 Members optimize inventory through ongoing business reviews with our easy-to-use, data-driven reporting.

KEEPSTOCK® REPLENISH (VMI)

KeepStock® Replenish is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required.

On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max.
- Restock Grainger products in designated areas.
- Bar code and label Grainger managed products.
- Handle Grainger purchasing and purchase orders.
- Support spot buys.
- Expedite invoices and inquiries.
- Help find hard-to-find products.
- Cross-reference Grainger products to add.

KEEPSTOCK® VENDING

KeepStock® Vending is an industrial dispensing solution that uses secure machines to control issuance and is the best answer when Region 4 Members need 24/7 access to products at point-of-use locations. This is an ideal solution for controlled access to consumable inventory and can be used for durable goods check-in and check-out. This option helps the customer with consumption reduction, shrinkage, and accountability for high-cost test instruments and tools.

There are **no delivery, installation, maintenance, rental, or usage fees for the Grainger equipment. Grainger will review the specific needs of Region 4 Members and custom design and build a vending solution to meet those needs**. Grainger provides complete project management of the vending machines implementation — including planning, transportation, installation, onsite training, and replenishment services. Region 4 Members are responsible for providing the employee list or means of authentication, the necessary electrical connection, and connectivity requirements (Wi-Fi, CAT5 or cellular).

Shown to the left are Grainger's most popular vending machine configurations to support customer inventory requirements.

Grainger has other machines available to meet specific inventory requirements and needs.

4. Field Safety Specialist Support & Safety Resources

Grainger's 50+ **Field Safety Specialists** and virtual safety professionals help solve customer's EH&S challenges by providing safety assessments, cost-savings proposals, and program standardization strategies. The safety professionals are strategically positioned across the US to bring safety and health knowledge to Valvoline's location. They can align the right supplier representatives and additional technical resources to help meet Valvoline's product and services needs. Team member credentials include:

- Board of Certified Safety Professionals (BCSP) certifications – Associate Safety Professional (ASP), Certified Safety Professional (CSP), Occupational Health and Safety Technician (OHST) Safety Management Specialist (SMS), and Safety Trained Supervisor (STS).
- Board of Canadian Registered Safety Professionals certifications – Canadian Registered Safety Professional (CRSP) and Canadian Registered Safety Technician (CRST)
- **Qualified Safety Sales Professionals (QSSP)**, as conferred by the International Safety Equipment Association (ISEA)
- **OSHA** 30-hour and OSHA-10 hour **trained safety professionals**

Resources: Grainger provides the following resources for customers for no additional fees:

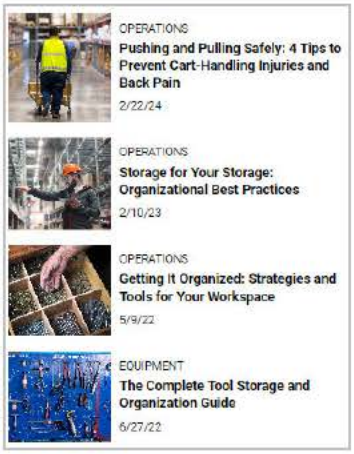
1. **Technical Product Support:** Grainger's dedicated team of Technical Product Support safety specialists are ready to help direct your team to the right products, services, and resources. They can help answer a variety of questions, including:
   - ✓ Pre- and post-application questions related to EHS products and equipment
   - ✓ Chemical compatibility
   - ✓ Compliance questions

Technical Product Support is available from 7 a.m. to 7 p.m. Central Time, Monday to Friday and can be reached at 1-800-GRAINGER.

GRAINGER KnowHow

SAFETY OPERATIONS EQUIPMENT PEOPLE TRENDS BREAK ROOM

2. **Safety Know-How:** Grainger **Safety Know-How®** on www.Grainger.com/know-how helps support our customers and their teams with their informational needs. Safety Know-How® information is accessible at any time. Examples include:
   - ✓ Safety news, articles, videos, and interactive content
   - ✓ Industry-related news
   - ✓ Equipment guides, checklists, and videos
   - ✓ Operational management solutions and best practices
   - ✓ Industry specific business insights



Committed to Innovation and Safety Leadership: Grainger maintains collaborative relationships with many key organizations **and is the only industrial supplier inducted into the National Safety Council's Campbell Institute.** These partnerships include:

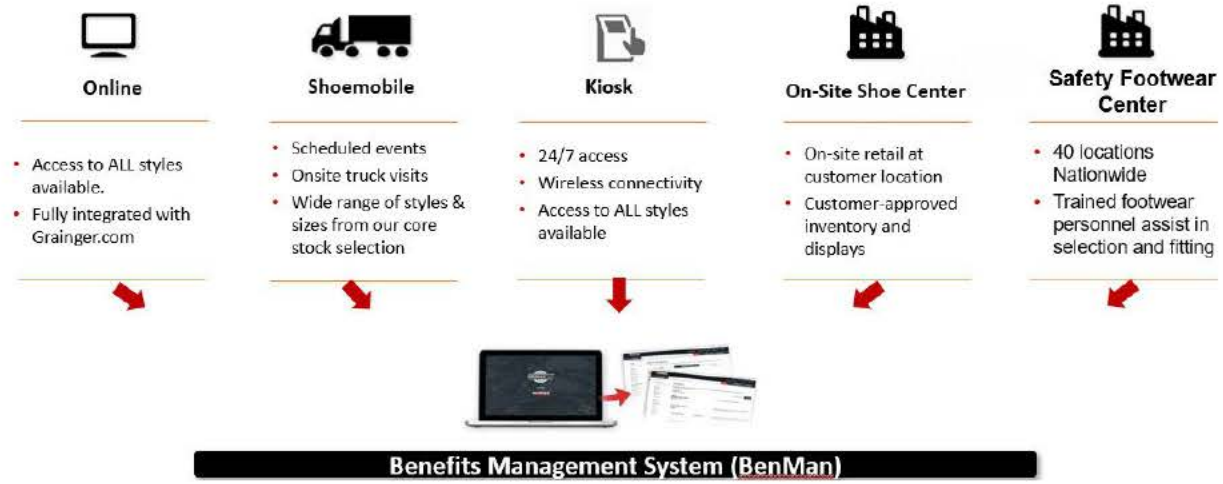
- American Society of Safety Professionals
- Board of Certified Safety Professionals (EH&S) Innovation Council
- National Safety Council
- Retail Industry Leaders Association
- Semiconductor Environmental Safety & Health Association

Grainger's EH&S Innovation Council is comprised of top EH&S organizational leaders from a variety of industries (Fortune 100 companies), Academic Institutions, and Professional Associations. **These relationships help keep Grainger on the forefront of safety and health industry trends.**

4. Managed Footwear Program

Grainger's managed footwear program is ready to help Region 4 Members avoid foot injuries from workplace hazards such as heavy objects, slippery surfaces, and exposure to live electrical currents. Grainger offers over 500 footwear styles and more than 40 leading brand names, including one of the industry's largest selections of women's protective toe styles to help keep your employees safe.

Grainger offers five (5) solutions to help Region 4 Members manage its safety shoe program more easily — and save time and money.



1. **Online Safety Footwear Program:** Through Grainger's online program, Region 4 Member scan:
   - Set up footwear selection guidelines for employees based on their work environments.
   - Track employee purchases.
   - Manage eligibility.
   - Administer payroll deductions.
   - Apply company contribution subsidies.

- Generate customized reports.

2. **Grainger Footwear Shoemobiles:** Grainger's Shoemobile trucks look just like a shoe store inside. They can display dozens of footwear styles and stock the safety shoes approved for the work Region 4 Members does. Trained footwear professionals measure for the proper fit and comfort and checkout your employees quickly using a Point-of-Sale System.

3. **Grainger Kiosk:** Employees can visit a Grainger Kiosk to order their next pair of safety shoes. The kiosk provides 24/7 access to your web portal program on Grainger.com and the Benefits Management System ensures accurate application of subsidy and style restrictions. (Minimum requirement for a kiosk to be installed is 150 pair on an annual basis transacted through the Kiosk.)

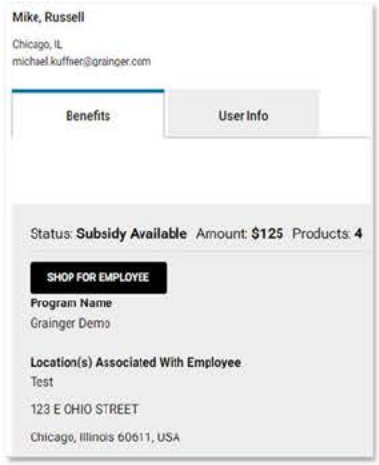
4. **Grainger Safety Footwear Centers:** Select Grainger branches in the U.S. stock the most popular safety shoe styles and brands. Ask your Grainger account manager for the nearest location. Grainger's friendly and knowledgeable customer service staff will help ensure a proper fit in the approved styles.

5. **On-site Safety Footwear Centers:** This convenient option is available for businesses with large employee bases that meet targeted purchase volumes. If Region 4 Members qualifies, its employees could try on their next pair of shoes at an in-house Safety Footwear Center — with company-approved inventory and displays. Grainger's customer service staff will measure for the proper fit to help avoid foot hazards.

Benefit Management System

Grainger can help make administering a quality safety footwear program easier. Whether buying shoes through Grainger's online tools, at a Grainger Safety Footwear Center, or from a Shoemobile, the Benefit Management System (BMS) can help manage Valvoline's footwear program. Grainger's BMS offers:

- A connected, consistent shopping experience.
- Monthly invoicing with all sales on one invoice.
- 24/7 online shoe benefit inquiry.
- Allows Style restrictions.
- Manage eligibility and subsidies.
- Track purchase history.
- Run customizable reports.
- Payroll Deduction.



Subsidies and eligibility can be quickly input into the system to manage payroll information.

Grainger's Benefit Management Program can manage more than just footwear. We can also manage your prescription eyewear programs or product categories you select within Grainger's general catalog. For programs which have subsidies in commodity categories provided to employees, by quantity or dollar amount, this solution drives compliance, efficiency and reporting capabilities by individual employees.

Managed Footwear Programs	Prescription Eyewear Programs*	Benefit Management System
• Online Safety Footwear Program	• Online Prescription Eyewear Program	• Tools
• Kiosk-Based Safety Footwear Program	• On-Site Prescription Eyewear Program	• Workwear
• Grainger Safety Footwear Center	• Kiosk-Based Prescription Eyewear Program	• Safety-PPE
• On-Site Safety Footwear Center	*Packages, options and pricing vary by program	• Test Instruments*
• Grainger Shoemobile Program		*Product categories can be customized.

5. Grainger Private Label

Grainger has been providing Private Label products and solutions to our customers since 1937. Grainger Private Label products can help Region 4 Membersdo more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger Private Label products will help keep your facility functioning and have an expanded product offering in multiple categories with a broad selection at https://www.grainger.com/content/mc/product-collections/grainger-brands.

Benefits of Grainger's Private Label to Region 4 Members include:

- Grainger Brand products are lab tested to ensure they provide the quality and dependability you need.
- Grainger Brands deliver high performance at the right value.
- A broad range of products means Grainger can offer quality solutions that address a wide array of needs whether it be safety, tools, janitorial and more.

Air Handler	**Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration
Condor A GRAINGER BRAND	**Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, safety Glasses, Safety Goggles, Dust Masks, Safety Footwear.
WESTWARD A GRAINGER BRAND	**Industrial Hand Tools:** Tool Storage, Master Tool sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety.
Dayton A GRAINGER BRAND	**Electromechanical & Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationery Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches.
LumaPro	**Lighting & Fixtures:** Lamps, Ballasts, Deck Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task & Task Lighting.
SPEEDAIRE A GRAINGER BRAND	**Pneumatics:** Abrasive Blasters, Air Compressors & Accessories, Air Dryers, Low Oil Monitors, Compressor / Generators, Desiccant Dryers, Dry air Systems, Hose Reels, Oil Filters, Spray Guns & Accessories.
TOUGH GUY	**Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand & Personal Hygiene, Restroom Equipment, Waste containers & Liners..

6. Environmental, Health and Safety Services

For more than 90 years, Grainger has been focused on helping customers in all industries keep their people safe and facilities productive. Safety demands a 24/7 commitment. Customers can count on Grainger for a total safety solution - **products, services, resources, and expertise**.

Products: As a full-line distributor of safety products, Grainger carries **over 165,000 safety products** from 700 industry-leading safety manufacturers.

Services: Over the years Grainger has recognized that customers need more than products, they also need safety services that support their operations such as assessments, audits and testing, consulting and turnkey solutions, program and procedure development, training and much more. Certain services are available through Grainger's third-party service network.

Total Safety Solution: Grainger strives to understand the safety challenges organizations face and builds its safety capabilities and solutions specifically to meet your programs and goals. Grainger builds its offers through a combination of products, services, resources, and expertise. This approach maximizes Grainger's abilities to help you reduce risk and injury, improve compliance, and, ultimately, improve productivity levels.

Environmental	Health	Safety	
Air	Temperature Stress	Personal Protective Equipment (PPE)	Safety Communications
Water	Medical First Aid	Slips & Trips	Confined Space
Waste	Occupational Health Programs	Working at Elevated Heights	Electrical Safety
Chemical Management	Respiratory Protection	Lockout / Tagout	Lone Worker
	Hearing Conservation	Industrial Vehicles & Equipment	Hot Work
	Ergonomics	Machine guarding	Emergency Planning & Response
	Radiation Safety		

Grainger's Environmental, Health & Safety Services are designed to help Region 4 Members protect your people, your facilities and the environment. Through our network of qualified, insured and licensed service providers, we can provide comprehensive solutions that help you meet your EH&S goals. **Within each area Grainger Services can assist with:**

- Assessments, Audits, Studies & Testing
- Program, Procedures, Plans & Policies
- Training
- Installations, Repairs, Certifications & Permitting
- Specialty Services, Workshops, & Rentals

Safety Services:

Arc Flash/Electrical Safety Services
Confined Space Services
Emergency Planning and Response Services
Fall Protection/Working at Elevated Heights Services
Fire Protection/Life Safety Services
Machine Guarding Services
Material Handling/Lifting Services
Safety Consultant Services
Turnarounds/Safety Product Services
Technician Skill Training Services
Lockout/Tagout Services

Health Services:

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

Environmental Services:

- Environmental Consultant Services

Grainger has multiple eyewear solutions to meet your employees' needs

Prescription Safety Eyewear Programs: Many companies realize the need for a solution to protect employees from eye hazards and maintain productivity. These companies have implemented prescription safety eyewear programs. Grainger partners with leading providers that can offer our customers multiple solutions for safety prescription eyewear needs.

EHS Digital Services: A suite of online subscription tools, EH&S Digital Services help you improve EH&S tracking and management while increasing productivity. These tools make it easier than ever to maintain critical EH&S and facility activity and information to help you:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization

7. Energy Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for CAT through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy - saving and water conservation measures. Grainger can also help Region 4 Members secure applicable incentives and rebates for energy and water - saving projects.

- Lighting Retrofits and Upgrades
- HVAC Filter Replacement & Preventative Maintenance
- HVAC Optimization, Upgrades & Retrofits
- Motor & Drive Upgrades
- Solar Panel & Battery Storage
- Electrical Services
- Electric Vehicle Charging Stations
- Steam Trap System Studies/Upgrades
- Thermal Blanket Installation
- Water Conservation Upgrades

Lighting Services LED Lighting Upgrades UV-C Disinfecting Solutions Midstream Utility Rebates	**HVAC Services** Filter Replacement/Preventative Maintenance/Repairs Optimization/Upgrades Purifying/Disinfecting Solutions
Mechanical System Services Motor & Drive Upgrades Steam System Assessments & Upgrades Compressed Air Studies/Upgrades Dust Collection System Studies/Upgrades	**Sustainability Services** Solar Panel Installation & Battery Storage Electric Vehicle Charging Station Install Water Conservation
Electrical Services & Repairs Engineering Services - Maintenance & Testing Turnkey Installation - Medium/Low Voltage Services	

Midstream Utility Rebate Incentives: Grainger can help Region 4 Members meet its energy reduction goals through discounted energy-efficient products. This program is available in several areas across the U.S.

- If eligible, Grainger delivers rebates on approved energy-efficient products.
- Once enrolled, rebates for eligible energy-efficient products are automatically applied upon purchase.
- Rebates are credited to Valvoline's Grainger account.

8. Facility Services

What important steps are you taking to help protect the investment in your physical assets? How are you maintaining your aging building? By conducting regular facility audits and staying on top of maintenance and repairs, companies have discovered ways to get more value from their physical assets. Working with proven third-party providers, Grainger offers solutions to help prolong the life of your buildings.

Building Envelope Services & Paving	Assembly & Installation Services	Flooring Services
• Roofing Services • Façade Services • Parking Garage Services • Building Condition Assessments	• Shelving & Racking • Fencing • Modular Units • Lab Furniture & Equipment	• Concrete Repair • Line Striping • Resinous Flooring Repair & Installations

•••

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-209

AUTHORIZING THE PURCHASE OF DIGITAL WORKSPACE SOLUTIONS WITH TOSHIBA THROUGH OMNIA FOR THE INFORMATION TECHNOLOGIES DEPARTMENT (CONTRACT# R241204)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Information Technologies Department desires to utilize, through the OMNIA MICPA, public purchasing contract (Contract No. R241204) to purchase Digital Workspace Solutions from Toshiba; and

WHEREAS, the term of OMNIA's Toshiba contract (No. R241204) is through May 31, 2030; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Information Technologies Department is authorized to enter into a joint purchasing agreement with OMNIA (under Contract No. R241204) and Toshiba for the purchase of Digital Workspace Solutions through its current term ending May 31, 2030, and further

authorizes the Information Technologies Department to exercise the available renewal options for up to five (5) additional one-year periods through May 31, 2035, provided the services continue to meet the operational needs of the County and funding is available; and

BE IT FURTHER RESOLVED by the Kane County Board that One Hundred Fifty Thousand Dollars ($150,000) is hereby appropriated from Capital (#500.800.801.70000) and Various funds to pay for the Information Technologies Department Digital Workspace Solutions procurement from Toshiba under Contract No. R241204 for a sum not-to-exceed the budgeted total of One Hundred Fifty Thousand Dollars ($150,000) per fiscal year.

Line Item: 500.800.801.70000, Various
Line Item Description: Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Purchase of Digital Workspace Solutions with Toshiba through OMNIA for the Information Technologies Department (Contract#R241204)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $150,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This Resolution authorizes the Kane County Information Technologies Department to enter into a joint purchasing agreement with OMNIA (under Contract No. R241204) and Toshiba for the purchase of Digital Workspace Solutions through its current term ending May 31, 2030, and further authorizes the Information Technologies Department to exercise the available renewal options for up to five (5) additional one-year periods through May 31, 2035, provided the services continue to meet the operational needs of the County and funding is available for a sum not-to-exceed One Hundred Fifty Thousand Dollars ($150,000) per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-210

AUTHORIZING PRINT GOODS AND SERVICES WITH XEROX THROUGH OMNIA FOR THE INFORMATION TECHNOLOGIES DEPARTMENT (CONTRACT# 2020002686)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA, a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Information Technologies Department desires to utilize Xerox, through the OMNIA MICPA public purchasing contract (Contract No. 2020002686), to purchase Print Goods and Services from Xerox; and

WHEREAS, the term of OMNIA's Xerox contract (No. 2020002686) is through November 24, 2030; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Information Technologies Department is authorized to enter into a joint purchasing agreement with OMNIA (under Contract No. 2020002686) and Xerox for the purchase of Print Goods and Services.

BE IT FURTHER RESOLVED the Kane County Information Technologies Department is hereby authorized to purchase Print Goods and Services through OMNIA's Xerox Contract No. 2020002686 for a sum not-to-exceed the budgeted total of One Hundred Fifty Thousand Dollars ($150,000) per fiscal year.

BE IT ALSO FURTHER RESOLVED by the Kane County Board that One Hundred Fifty Thousand Dollars ($150,000) is hereby appropriated from Capital (#500.800.801.70000) and Various funds to pay for the Information Technologies Department Print Goods and Services procurement from Xerox under Contract No. 2020002686.

Line Item: 500.800.801.70000, Various
Line Item Description: Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Print Goods and Services with Xerox through OMNIA for the Information Technologies Department (Contract#2020002686)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $150,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This Resolution authorizes the Kane County Information Technologies Department to enter into a joint purchasing agreement with OMNIA (under Contract No. 2020002686) and Xerox for the purchase of Print Goods and Services through November 24, 2030 for a sum not-to-exceed One Hundred Fifty Thousand Dollars ($150,000) per fiscal year.

University of California (UC)

Contract # 2020002686

for

Print Goods and Services

with

Xerox Corporation

Effective: November 25, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Xerox Corporation effective November 25, 2020:

I. Executed Purchasing Agreement
II. Supplier’s Response to the RFP, incorporated by reference

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Xerox Corporation

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from **11/25/20** and through **11/17/25** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 5 **(five)** successive **1 (one)** -year periods (each, a Renewal Term), by providing Supplier with at least **15** calendar days' written notice before the end of the Initial Term or any Renewal Term.

b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice. This provision will not apply to any in place lease orders under this Agreement.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Pricing. Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

Invoicing. All invoices must clearly indicate the following information:

a. California state and local sales tax as a separate line item (if applicable), including the rate employed.
b. Purchase Order or Release Number and the Agreement Number
c. Description and Quantity, of the Products and Support ordered
d. Net Cost of each item
e. Any applicable discount(s)
f. Reference to original order and invoice number for all credit invoices issued
g. Original order and invoice number for all credit invoices issued
h. On invoices for impressions or overage: for each device, (1) the number of impressions and the impression rate, (2) the number of overage impressions and the impression overage rate, and (3) the taxable amount of these impressions or overage. Tax is NOT to be included for labor or technical service charges.
i. Start and end meter counts for each device.

1. Maintenance charges may be invoiced on separate invoices from lease or purchase charges, based on the requirements of the individual campuses.

2. If a UC Location has an MFD/Printer Fleet management program, individual device maintenance invoices and individual device lease invoices may be consolidated into separate summary invoices.

3. Invoices shall NOT contain line items for training, delivery, or other charges not expressly detailed in the RFP.

4. Supplier will provide a designated contact for billing/invoicing questions and issues. This contact must be available 8-5 PST/PDT, Monday-Friday.

5. Invoices will be submitted directly to the UC Locations' Accounting Departments unless:

a. The MFD/Printer Fleet management program at the UC Location requests invoices from Bidder be sent directly to the program, or
b. The Supplier is notified otherwise by Amendment to the Agreement.

6. Usage billing and Meter Reading:

a. Meter readings may not be estimated for use in invoicing, unless Supplier does not have access to such meter readings and/or the end user does not provide them in a timely manner to the Supplier.
b. If meters are supplied monthly by MFD/Printer Fleet management programs, these meters must be the basis for invoicing.

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Terms. UC payment terms are net 30.
Xerox will not issue an invoice until Services have been rendered and accepted. University will pay Xerox, within thirty-one (31) days of receipt of an undisputed and accurate invoice. The agreed upon minimum lease payment will not be subject to dispute at any time. Xerox will not issue an invoice until Services have been rendered and accepted.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.
To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510.987.0725
Email	noelle.vidal@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	Monte Ratzlaff
Phone	51-987-0858
Email	Monte.ratzlaff@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Michael Wegmann
Phone	510-987-0428
Email	Michael.wegmann@ucop.edu
Address	260 Cousteau Place Suite 150
	Davis, CA 95618

To Supplier:

Name	Corporate Risk, Xerox Corporation
Phone	847-928-5180
Email	Please Email one of the 2 Contacts listed below
Address	1301 Ridgeview Dr.
	Lewisville, TX 75057

Name	Doug MacPhee, Vice President Sales
Phone	562-977-7464
Email	Doug.Macphee@xerox.com
Address	5700 Warland Drive
	Cypress, CA 90630

Name	Scott Reiber, Account Manager UC Systems
Phone	925-701-1657
Email	Scott.Reiber2@xerox.com
Address	5050 Hopyard Rd.
	Pleasanton, CA 94588

To Supplier regarding contract issues copy to:

Name	Office of General Counsel
	Xerox Corporation
Email	
Address	201 Merrit 7, Norwalk, CT 06851-1056

6. Intellectual Property, Copyright and Patents

/___/ The Goods and/or Services involve Work Made for Hire

/__X_/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/___/ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

/_X__/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

/_X__/ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/___/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –Xerox Corporation.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of Attachment B Additional Terms Applicable to All Non-University of California Entities under this agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced Request for Proposal "RFP – Print Goods and Services- – UC Systemwide." Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. Supplier's Service-Specific and/or Goods-Specific Provisions

1. SOFTWARE

a) Software License

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

i) Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). For Services Software, Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license in the U.S. to install the Services Software on a host computer(s) or server(s) or, if applicable, on Equipment or Third Party Hardware, and, further, if applicable, on the number of workstations, laptops and mobile devices specified in the Order, and to use the Services Software only for the purpose of receiving the applicable Services. Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who, if required by the terms of the third party license agreement with Xerox, will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).

ii) The Base Software license will terminate, as applicable: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available, in which case the license to Base Software is perpetual and transferrable with purchase of the Equipment by Customer).

iii) Software may contain code to prevent its unlicensed use and/or transfer. If Customer does not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.

iv) Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SOFTWARE SUPPORT

i) Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees. For Services Software, support will be provided in accordance with the terms of the applicable Statement of Work or Order.

ii) Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of 6 months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.

iii) Xerox may make available new releases of the Software that are designated as "Maintenance Releases" or "Updates." Maintenance Releases or Updates are provided at no charge and must be implemented within 6

months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.

2. DIAGNOSTIC SOFTWARE

   Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

3. Third Party Software may be subject to license and support terms provided by the applicable Third Party Software vendor.

4. Maintenance Terms for Customer Owned Equipment
   i) Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. the University agrees the Products are for the University's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
   ii) Supplier agrees to extend the pricing terms for maintenance services and supplies included in this agreement to Supplier's current population of Products placed at UC prior to execution of this Agreement. . This provision does not include lease transactions.
   iii) Renewal. Supplier will provide University with no less than thirty-one (31) days advanced notice of the expiration of the then current term of each individual maintenance order. Upon expiration, University shall have the option to extend the current maintenance coverage at the same monthly price on a month-to-month basis. This type of extension may be cancelled without penalty upon 30 days written notice.

5. Maintenance Terms for Supplier's Equipment. Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. For Third Party Hardware identified as" No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

6. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the University prior to the signature of any Order, and shall be based on the actual expenditures of Vendor or Authorized Dealer and for any Equipment relocation are the University's responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
7. TRADE-IN EQUIPMENT. The University warrants that it has the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The University will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The University will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.
8. CONSUMABLE SUPPLIES.

   If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, staples, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession**.**
9. CARTRIDGES.

   If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
10. Total Satisfaction Guarantee.

    "SP Equipment" means any iGen and Xerox Continuous Feed Equipment. Except for SP Equipment identified as "Previously Installed", If, during any 90 day period, the performance of SP Equipment delivered under the Individual Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Xerox-branded Equipment with comparable features and capabilities. The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the Installation Date for Purchased Equipment. The SP Equipment Guarantee will expire at the end of the initial Term of the subject Installment Purchase, Rental, or Lease Agreement term. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.

    "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not totally satisfied with any Non-SP Equipment delivered under an Installment Purchase, Rental, or a Lease Agreement under the Contract, Xerox

will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at Xerox's option, with Xerox-branded equipment with comparable features and capabilities. The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox Maintenance Agreement. For "Previously Installed" Non-SP Equipment, the Non-SP Equipment Guarantee is effective for one (1) year after the Installation Date. For all other Non-SP Equipment, The Non-SP Equipment Guarantee will expire at the end of the initial Term of the Installment Purchase, Rental, or Lease Agreement term. In the event of any conflict between Xerox' Total Satisfaction Guarantee in this section and the Lemon Clause in Section 5.8 of the Attachment A Statement of Work, the Lemon Clause will prevail.

11. WARRANTY DISCLAIMER: XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
12. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.
13. Terms Applicable to Supplier's Digital Press Products (i.e. iGen, Versant, PrimeLink, Nuvera, Iridesse)
    i) FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

    1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

    2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or

benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227- 14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, http://www.support.xerox.com/support/open-source-disclosures/fileredirect/enus.html?&contentId=136023.
b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant. The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

ii) Versant Products Extra Long Prints Terms. The following Equipment model(s), V180P may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

14. Records about Individuals

If applicable, records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to the UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 2/20/2020 are hereby amended as follows:

Article 2.B. is amended to read in full as follows:

UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn. In order to terminate the Agreement due to funding non-appropriation, UC must provide Supplier with written notice, within 31-days of its governing body's decision not to appropriate funds, stating that the University's governing body failed to appropriate funds and that the governing body was unable to find an assignee within the University's organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated.

Article 2.C. Last sentence is added to read in full as follows:

UC agrees to provide Supplier at least thirty (30) days prior written notice of the effective date of termination and the extent thereof, such termination shall not affect any leased unit that has not fulfilled the appropriate term.

Article 4. Inspection. Last sentence is added to read in full as follows:

Xerox can support UC’s inspection and acceptance requirement by initially installing the equipment under a Trial arrangement. Unless an order is preceded by a Trial order, the Services will be deemed accepted on the equipment’s installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the University’s use. The Installation Date for equipment and software designated as “Customer Installable” will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox’s option a unit with similar capabilities and comparable usage.

Article 6.j Outsourcing Last sentence is added to read in full as follows.

All services included in the Xerox bid to be specifically contracted for by the University will be provided within the U.S. However, certain back-office contract administration and customer support services are performed by Xerox and/or its affiliates from locations outside the U.S.

Article 9. Insurance. First sentence is amended to read in full as follows:

Supplier at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set below for claims arising out of the willful or negligent acts, or omissions of Xerox in the performance of the services under the contract, unless UC specifies otherwise.

Article 17.A.Price Decreases is amended to read in full as follows:

Price Decreases. Supplier agrees to immediately notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. Any price reduction resulting from this provision shall only apply to orders received after the effective date of the price reduction.

Article 20. E. No Offshoring, Last sentence is added to read in full as follows:

All services provided to UC will be provided within the U.S. However, certain back-office contract administration and customer support services are performed by Xerox and/or its affiliates from locations outside the U.S.

Article 27. Force Majeure is amended to read in full as follows:

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to any delay (including delay in delivery), failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; The University's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Supplier restores the equipment to operating condition. If payment is suspended, the term of the Contract will be extended for a period equal to the University's payment suspension.

The UC Terms and Conditions of Equipment Lease, dated 12/15/1994 are hereby amended as follows:

Article 5. is amended to read in full as follows:

The initial term for any individual lease order will be the number of full calendar months stated in the order. The minimum lease payment for any partial month following the equipment installation date will be billed on a pro rata basis, based on a 31-day month. The term for each unit of equipment will commence upon the delivery of customer-installable equipment; or the installation of Xerox-installable equipment and will expire on the last day of the final full calendar month of the contracted term indicated in the order.

University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

In order to terminate the Agreement due to funding non-appropriation, UC must provide Supplier with written notice, within 31-days of its governing body's decision not to appropriate funds, stating that the University's governing body failed to appropriate funds and that the governing body was unable to find an assignee within the University's

organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within thirty (30) days after receipt of University's notice of shortfall, or fails to make deliveries of said equipment or fails perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

Other than as stated above, leases may not be cancelled prior to expiration. Early cancellation of individual leases without cause or cancellation of individual leases by Xerox due to the University's material breach will result in an early termination charge that is equal to the sum of the remaining payments less any unearned maintenance and supply charges discounted at 4% per annum, and the applicable fair market value In no event shall the amount paid exceed the total contracted price, minus payments already made.

Lessor will provide University with no less than thirty-one (31) days advance notice of the expiration of each lease term. Upon lease expiration, University shall have the option to:

- Purchase the equipment AS IS, WHERE IS, by giving Lessor at least thirty (30) days prior notice of University intent to purchase at the termination of the term specified in any order or any renewal thereof. The purchase option price for FMV leases shall be the equipment's then fair market value plus all applicable sales taxes. The purchase option for FPO will be $1 plus all applicable sales taxes.
- Lease the current equipment at the same monthly price on a month-to-month basis. This type of lease extension may be cancelled without penalty upon 30 days written notice.
- Have Lessor provide a quote on a new 12 or 24 month lease on the current equipment. This will yield a lower monthly price; however, the University would not be able to cancel the lease without termination charges until expiration of the new extended lease.

Upon expiration of a lease without extension, University will make the equipment available for removal by Lessor at Lessor's cost. At the time of removal, the equipment will be in the same condition as when delivered, reasonable wear and tear accepted.

A lease order under the contract is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided under the Contract, and to the extent permitted by California law, Customer waives all rights and remedies conferred upon a lessee by Article 2A.

Article 11. is amended to read in full as follows:
Lessor shall indemnify, defend, and hold harmless University, its officers, and employees against all losses, damages, liabilities, costs and expenses (including but not limited to attorney’s fees) resulting from any judgment or proceedings

in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University' use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. Indemnification is contingent upon UC giving Supplier written notice, promptly after it becomes aware of any claim to be indemnified hereunder and permits Supplier to control the defense of any such claim or action and Supplier's own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, Long Ridge Road, Stamford, Connecticut, 06940." University agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that University shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require. Xerox shall not be obligated to indemnify the University against the University's own acts or omissions.

Article 15(2) Service and Maintenance. The third sentence is replaced as follows: Lessor agrees the vast majority of on-site equipment repairs will be completed within 12 business hours. However, in the unlikely event that the repair time exceeds 12 business hours, Lessor agrees, as University's exclusive remedy, to issue an appropriate service credit for Xerox's failure to repair the equipment within the specified timeframe. The credit will be stated in the applicable SOW and can be used to offset any invoice charge, excluding the Monthly Minimum Charge which is not subject to dispute. In the event of any conflict between this section and section 2.8 of Attachment A Statement of Work, the Statement of Work will prevail.

Article 17. Risk of Loss is amended to read in full as follows: During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University, its officers, employees, volunteers, or agents negligent or willful acts while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts of Lessor or Lessor's agents. Title to the Lessor supplied equipment or third party hardware will remain with Lessor until University elects to purchase the equipment. Risk of the equipment's loss or damage will pass to the University upon delivery. University agrees that: (a) the equipment or third party hardware will remain personal property; (b) it will not attach the equipment as a fixture to any real estate; (c) it will not pledge, sub-lease, or part with possession of the equipment or file, or permit to be filed, any lien against the equipment; and, (d) it will not make any permanent alterations to the Equipment or third party hardware.

Article 19.B. The first sentence is amended to read in full as follows:

INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance only for claims arising out of the willful or negligent acts, or omissions of Xerox in the performance of the services under this order as follows:

The UC Appendix – Business Associate Agreement, dated 8/1/2019 is hereby amended as follows:

Section 2.I. is amended to read in full as follows:

With 30 days advanced notice from UC, Supplier will make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

The UC Appendix –General Data Protection Regulation, dated 8/21/2019 is hereby amended as follows:

Section C.4 is amended to read in full as follows:

Supplier agreements with subcontractors are confidential and its terms are subject to confidentiality provisions.

Section D.3.(i) is amended to delete the word "pseudonymisation".

Section D.5. is amended to read in full as follows:

In the event of any actual personal data breach related to UC data, the Processor shall notify the Controller to the individual identified below without undue delay following discovery, both orally and in writing, and where feasible, within two (2) calendar days after Processor identifies a personal data breach related to UC data has occurred. Processor's notification to the Controller will identify, to the extent available at the time of notification: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

Section D.7. is amended to read in full as follows:

Any personal material data breach that cannot be remediated by Processor, may be grounds for immediate termination of the Agreement by the Controller.

Section D.12 "As applicable," is added to the beginning of the first sentence.

The University and Supplier hereby agree as follows: "Addendum A, Scope of Processing Data" as well as "Addendum B, Standard Contractual Clause" of the UC Appendix GDPR will be reviewed by Xerox on an engagement basis to determine its applicability.

16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Purchasing Agreement #2020002686
b. UC Terms and Conditions of Purchase Dated 2/27/20
c. UC Terms and Conditions of Equipment Lease Dated 12/15/94
d. UC Appendix – Data Security Dated 8/12/19
e. UC Appendix - Business Associate (HIPAA) Dated 8/2/19
f. UC Appendix – General Data Protection Regulation (GDPR) Dated 8/21/19

g. UC Appendix – Electronic Commerce Dated 7/18/19
h. Statement of Work – Attachment A
i. Attachment B- Additional Terms Applicable to all Non-University of California Entities
j. Xerox Response to "RFP – Print Goods and Services – UC Systemwide"

17. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**Xerox Corporation**
DocuSigned by: Justin Sullivan C51AF9F2384C40B...	
(Signature)	(Signature)
Justin Sullivan	James B. Quantrille
(Printed Name, Title) Director, Strategic Sourcing	(Printed Name, Title)
11/20/2020	11/19/2020
(Date)	(Date)

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not 0again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
   1. P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
   2. P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
   3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
   4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
   1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
   2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
   3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
   4. FAR 52.219-8, Utilization of Small Business Concerns;
   5. FAR 52.222-17, Non-displacement of Qualified Workers;
   6. FAR 52.222-21, Prohibition of Segregated Facilities;
   7. FAR 52.222-26, Equal Opportunity;
   8. FAR 52.222-35, Equal Opportunity for Veterans;
   9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
   10. FAR 52.222-37, Employment Reports on Veterans;
   11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
   12. FAR 52.222-41, Service Contract Labor Standards;
   13. FAR 52.222-50, Combating Trafficking in Persons;
   14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
   15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
   16. FAR 52.222-54, Employment Eligibility Verification;
   17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
   18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
   19. FAR 52.224-3, Privacy Training;
   20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
   21. FAR 52.233-1, Disputes; and
   22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
   3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
   4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable

for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
   1. Personally identifiable information,
   2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
   3. Medical information as defined by California Civil Code § 56.05,
   4. Cardholder data,
   5. Student records, or
   6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
      a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq*.);
      b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
      c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
      d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq*.);
      e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq*), and
      f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.

F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
    1. Uses bulk packaging;
    2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
    3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC

Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
C. Changes in the status of the parties;
D. Changes in flow down terms from external parties; and
E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and

(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

UNIVERSITY OF CALIFORNIA

TERMS AND CONDITIONS OF EQUIPMENT LEASE

ARTICLE 1 - GENERAL. For the purpose of these terms and conditions, the terms "University", "Lessor" and "Order" shall hereinafter be defined as follows:

A. University: The Regents of the University of California.

B. Lessor: The grantor of the use of personal property by lease.

C. Order: A straight lease or rental agreement, with or without option to purchase, as indicated on the purchase order.

The equipment, supplies and services covered by this order shall be furnished by Lessor subject to all the terms and conditions set forth in this order including the following, which Lessor, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies or the performance of all or any portion of the services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the equipment, supplies and services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The equipment, supplies and services furnished shall be exactly as specified in this order, free from all defects in manufacturer's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and testing by University at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, University may reject them, require Lessor to correct them without charge, or require delivery of such equipment, supplies, or services at a reduction in price which is equitable under the circumstances. If Lessor is unable or refuses to correct such items within a time deemed reasonable to University, University may terminate the order in whole or in part. Lessor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Lessor may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Lessor in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment Lessor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - TERMS OF USE. Except as otherwise provided on the face of this order, the specified rental payments shall entitle University to unlimited use and operation of said equipment at any time and any place and for any period of time at the convenience of University (exclusive of the time required for preventive and remedial maintenance) and shall not be restricted to consecutive hours, length of personnel shifts, or any other restrictions.

ARTICLE 4 - CHANGES. No change to the lease shall be allowed without written approval of University. Any claim of Lessor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt notification of such change unless University waives this condition in writing. Nothing in the Article shall excuse Lessor from proceeding with performance of the order as changed hereunder.

ARTICLE 5 - TERMINATION. University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of said equipment or supplies or perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

ARTICLE 6 - TITLE. Lessor covenants that it is the sole owner of said property, and that no other person, party, firm or corporation has any right, title, interest in or to same and that during the term of this lease said Lessor will not sell or encumber said property, or any interest therein, except subject to the rights given University by virtue of the lease. Title to said property, including any accessories and devices furnished by Lessor except those subsequently purchased by University, vests in Lessor, and said property may be removed by Lessor at or after termination of this Agreement unless purchased by University pursuant to its Purchase Option, if any.

ARTICLE 7 - PAYMENT. Unless otherwise provided for in this order, lease charges shall be invoiced in arrears and shall be payable thirty (30) days after the end of the period for which the charges accrue or thirty (30) days after University's receipt of invoice whichever is later.

ARTICLE 8 - TAXES. Lessor alone shall pay any license fees, assessments, sales, use and other taxes lawfully imposed during the term hereof upon the equipment, supplies or services furnished pursuant to this order.

ARTICLE 9 - PROPERTY TAX EXEMPTION. Lessor agrees to cooperate with University and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the property leased hereunder pursuant to Article 13, section 3 of the California Constitution. Lessor agrees to apply the amount of any reduction of tax resulting from such exemption as a credit against rental payments otherwise due by University to Lessor hereunder.

ARTICLE 10 - WARRANTY. Lessor warrants that said equipment, including accessories, will be in good operating condition when installed and that any subsequent defects in design, materials or workmanship during the term of this Lease will be corrected by Lessor at its sole expense. Lessor will inform University of the terms and conditions of

any manufacturer's warranty in effect on the commencement date of this lease. In the event of defect in design, material, or workmanship during the term of the lease, the Lessor will assert any Manufacturer's Warranty in effect between Lessor and the Manufacturer at the time the defect becomes apparent.

ARTICLE 11 - PROPRIETARY RIGHTS INDEMNITY. Lessor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Lessor as soon as practicable of the suit or action alleging such infringement. Lessor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

ARTICLE 12 - TRANSPORTATION AND INSTALLATION. Unless otherwise provided for in this order, Lessor will be responsible for all transportation and handling costs related to the shipment to and from University of the leased equipment. Should the equipment require specialized installation, Lessor will provide the required technical assistance at no charge.

ARTICLE 13 - ASSIGNMENT. This order is not assignable by Lessor, except as to any payment due hereunder, without the written approval of University.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Lessor shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Lessor agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Lessor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925[f]), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Lessor shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Lessor shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Lessor shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - SERVICE AND MAINTENANCE. In the event this order includes service and maintenance of said equipment, Lessor will provide such service and maintenance required to keep said equipment in good working condition throughout the term of lease. The service and maintenance will consist of not less than: (1) periodic cleaning, and adjustments in the mechanisms and replacing unserviceable parts, and (2) emergency repair service, including replacement of unserviceable parts. In order to perform maintenance service hereunder Lessor shall have reasonable access to the leased equipment to the extent practical in consonance with operational requirements. Lessor agrees that its failure to provide service and maintenance to keep the equipment in good operating condition shall result on a credit of 1/30th of the monthly lease payments for every twenty-four (24) hour period or portion thereof following the first twenty-four (24) hours after notification to Lessor that the equipment is inoperative.

ARTICLE 16 - ALTERATIONS. University or its authorized agents may make alterations or install attachments to the equipment and the Lessor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis. Such alterations or attachments which are not the property of Lessor shall be removed immediately after discontinuation of lease (unless University elects to exercise its Purchase Option) and the equipment restored to the prior configuration (ordinary wear and tear only excluded) at University's expense. Lessor shall inform University of any provisions in the manufacturer's warranty which may cause the warranty to be affected by any such alterations or attachments.

ARTICLE 17 - RISK OF LOSS. During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents.

ARTICLE 18 - OPTION TO PURCHASE. University is hereby given the option (provided University is not in default in the performance of any of its obligations hereunder) to purchase any or all of said property at the times and for the amounts set forth in this order. As of the date of exercise of the option, University's Standard Terms and Conditions of Purchase shall be substituted for the terms and conditions applicable to this lease. Said terms and conditions of purchase shall be those in effect as of the date the property was installed, provided that the period of manufacturer's warranty set forth therein shall be deemed to have commenced as of the date the Lease Terms commenced, and University shall be entitled to the remaining portion, if any, of said warranty period.

University shall exercise such option to purchase said property by notifying Lessor in writing of its intention to do so. Such notice may be delivered to Lessor's office or may be mailed to Lessor at the address specified by Lessor. Such notice shall be given by University to Lessor not less than thirty (30) days before the expiration of the current year of the lease. Lessor shall keep University advised of any change of Lessor's address for the purpose of such notice.

ARTICLE 19 - LESSOR'S LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION. Lessor shall defend, indemnify, and hold harmless University, its officers employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Lessor's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control.

B. INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance to cover its performance under this order as follows:

1. Comprehensive or Commercial Form General Liability Insurance (Contractual Liability Included)
   Minimum Limits:

   1. Each Occurrence $ 2,000,000

   2. Products/Completed Operations $ 2,000,000

   If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

2. Business Auto Liability: (Owned, Scheduled, Non-Owned, or Hired Automobiles) with a combined single limit of no less than $ 3,000,000 per occurrence.

3. Workers' Compensation as required under California State law.

Lessor, upon the execution of this agreement shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Coverages referred to under B 1. and 2. above shall include The Regents of the University of California as an additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control. The Certificates of Insurance shall obligate Lessor's insurers to notify University at least 30 days prior to cancellation of or change in any of said insurance.

ARTICLE 20 - OTHER APPLICABLE LAWS. Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

ARTICLE 1. PURPOSE AND INTRODUCTION

A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.

C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:

1. Developing and documenting a plan that protects Institutional Information and IT Resources.
    - Supplier must responsibly execute this plan.
    - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.[1]
    - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
3. Updating its plan to effectively address new cybersecurity risks.
4. Complying with pertinent contractual and regulatory responsibilities.
5. Providing UC with evidence of compliance with Supplier's information security plan.
6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

[1] Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, IS0 27002, NIST SP 800-53 and NIST SP 800-171.

D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.

F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

A. **"Breach"** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

B. **"Illicit Code"** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.

C. **"Institutional Information"** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.

D. **"IT Resource"** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **"Major Change"** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **"Security Incident"** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.

B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.

C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.

D. Updates to Exhibit 2 will occur as follows:

1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.

2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.

E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

F. Supplier's Information Security Plan must:

1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;

2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;

3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;

4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;

5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;

6. Clearly document the cybersecurity responsibilities of each party;

7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;

8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;

9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;

10. Prevent unauthorized access to Institutional Information and IT Resources;

11. Prevent unauthorized changes to IT Resources;

12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;

14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and

15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.

B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.

C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:

1. When Major Changes happen.
2. When Supplier becomes aware of a vulnerability that warrants a CVE[2] rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.

B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.

C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

[2] Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.

C. Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

A. **Reporting of Breach or Security Incident**: If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:

1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
3. The nature of the Breach and/or Security Incident;
4. The Institutional Information and/or IT Resources affected;
5. What Supplier has done or will do to mitigate any deleterious effect; and
6. What corrective action Supplier has taken or will take to prevent future Security Incidents.

B. Supplier will provide other information as reasonably requested by UC.

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.

D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

E. **Breaches and Security Incidents – Corrective And Preventive Action**: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
2. Identification and description of the root causes; and
3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.

F. **Costs**: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.

G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.

B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.

D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.

E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.

F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.

G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.

H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4[3], Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

[3] See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification[1]:

☐ Protection Level 1

☐ Protection Level 2

☐ Protection Level 3

☑ Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

A. ☑ Animal Research Data.
B. ☑ Controlled Technical Information (CTI).
C. ☑ Controlled Unclassified Information (CUI) – 800-171/NARA.
D. ☑ Defense Department: Covered Defense Information (CDI).
E. ☑ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
F. ☑ GDPR personal data.
G. ☑ GDPR special data.
H. ☑ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
I. ☑ Health Records subject to HIPAA Privacy or Security Rule (PHI).
J. ☑ Human Subject Research Data.
    1. ☐ Identified.
    2. ☐ Anonymized.
K. ☑ Intellectual property (IP), such as patents, copyright, or trade secrets.
L. ☑ ITAR/EAR-controlled data.
M. ☑ Payment card data (PCI, PCI DSS).
N. ☑ Personally identifiable information – PII.
O. ☑ Student data, whether or not subject to FERPA.

[1] For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

P. ☐ Other: _____
Q. ☐ Other: _____
R. ☐ Other: _____
S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

A. ☑ California Confidentiality of Medical Information Act (CMIA) *****.
B. ☑ California Consumer Privacy Act (CCPA).
C. ☑ California Information Practices Act (IPA).
D. ☑ European Union General Data Protection Regulation (GDPR)*****.
E. ☑ Family Educational Rights and Privacy Act (FERPA) *****.
F. ☑ Federal Policy for the Protection of Human Subjects ("Common Rule").
G. ☑ Genetic Information Nondiscrimination Act (GINA).
H. ☑ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *****.
I. ☑ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *****.
J. ☑ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
K. ☑ The Fair and Accurate Credit Transaction Act (FACTA).
L. ☑ The Fair Credit Reporting Act (FCRA).

Data Security

M. ☑ Chemical Facility Anti-Terrorism Standards (CFATS).
N. ☑ Defense Federal Acquisition Regulations (DFARS).
O. ☑ Export Administration Regulations (EAR).
P. ☑ Federal Acquisition Regulations (FARS).
Q. ☑ Federal Information Security Modernization Act (FISMA).
R. ☑ International Traffic in Arms Regulations (ITAR).
S. ☑ Payment card data (PCI, PCI DSS).
T. ☑ Toxic Substances Control Act (TSCA).
U. ☐ Other: _____
V. ☐ Other: _____
W. ☐ Other: _____
X. ☐ Other: _____

Exhibit 2
Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103

B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.

C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.

D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.

B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.

C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.

D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.

E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.

F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual's designee, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.

G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC's obligations under 45 C.F.R. § 164.526.

H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.

I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.

B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

William M. Cooper
(Signature)

William M. Cooper
(Printed Name, Title)
AVP + CPO

8/2/19
(Date)

BUSINESS ASSOCIATE

Xerox Corporation
(Supplier Name)

James B Quantrille
(Signature)

James B. Quantrille - Director of Operations
(Printed Name, Title)

11/19/2020
(Date)

Appendix - General Data Protection Regulation

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated _____, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation ("Appendix GDPR"), UC is the data controller (and shall hereinafter be referred to as the "Controller"), and Supplier is the data processor (and shall hereinafter be referred to as the "Processor"). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

A. Definitions

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the A reement. The following terms shall have the meanings set forth herein:

1. "**Data**" means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, "Data" as used herein shall also be considered UC Institutional Information as defined in Appendix DS.

2. "**Data Subjects' Rights**" means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);

3. "**EEA**" means European Economic Area;

4. "**EU**" means the European Union;

5. "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

6. "**data subject**," "**personal data**," "**personal data breach**," "**process/processing**," "**pseudonymisation**," and "**supervisory authority**," shall each have the meaning as in the GDPR;

7. "**Subprocessor**" means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

B. Scope of Processing Data

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.

2. To the extent any additional information is required to be included in Addendum A pursuant to the GDPR or any other applicable EU member state, or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

C. Subprocessors

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States or EEA must be specifically authorized in writing prior to such processing by Controller.

2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.

3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.

4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. Obligations of the Processor

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:

   a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or member state law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or member state law;

   b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.

2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, GDPR), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.

3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by GDPR.

4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.

5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

Name		
Phone		
Email		
Address		

6. Processor will fully cooperate with Controller's investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the personal data breach at no cost to Controller.

7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.

8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.

9. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects:

   In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the EEA; (2) Processor's or such EEA-based Subprocessor's Services include the transfer of personal data from the EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

    Unless the parties otherwise agree on another transfer mechanism that satisfies GDPR requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.

12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery

or destruction has been completed. In the event EU, EU member state, or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

E. Data Subjects' Rights

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.

2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.

3. Unless otherwise required by applicable EU, EU member state, or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.

4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. Accountability

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this Appendix GDPR.

2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU member state, or EEA state data protection laws or regulations.

Addendum A: Scope of Processing Data

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein.

2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes:

3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the followingIf the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.

4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects

5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: NONE

6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: NONE

Addendum B: Standard Contractual Clauses

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

Xerox Corporation.....(name)

[ENTER ADDRESS] .....(address and country of establishment)

hereinafter "data exporter"

and

The Regents of the University of California

[ENTER ADDRESS] .....(address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

b) "the data exporter" shall mean the controller who transfers the personal data;

c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

i. the data protection laws of the country in which the data exporter is established, or

ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or

iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A .....

Initials of data importer: [COMPLETE].....;

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that:

i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: .....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

   a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and

   ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

   or

   b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects
The personal data transferred concern the following categories of data subjects:
See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)
The transfer is made for the following purposes:
See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data
The personal data transferred concern the following categories of data:
See Addendum A: Scope of Processing Data, Section 3.

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients:[TO BE COMPLETED BY BUYER]
……
……
……
……

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
See Addendum A: Scope of Processing Data, Section 3. …

Data protection registration information of data exporter (where applicable)
[TO BE COMPLETED BY SUPPLIER]
……
……
……
……

Additional useful information (storage limits and other relevant information)
The data will be protected as set forth in the Agreement. [ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]
……
……
……
……

Contact points for data protection enquiries

Data importer
[ADD PRIVACY OFFICER CONTACT]
……
……
……

Data exporter
[TO BE COMPLETED BY SUPPLIER]
……
……
……

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

i. the data protection laws of the country in which the data exporter is established, or

ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or

iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A .....

Initials of data importer: [COMPLETE] ..... ;

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that:

i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

   a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and

   ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

   or

   b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects
The personal data transferred concern the following categories of data subjects:
See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)
The transfer is made for the following purposes:
See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data
The personal data transferred concern the following categories of data:
See Addendum A: Scope of Processing Data, Section 3.

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients:[TO BE COMPLETED BY BUYER]
……
……
……
……

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
See Addendum A: Scope of Processing Data, Section 3. …

Data protection registration information of data exporter (where applicable)
[TO BE COMPLETED BY SUPPLIER]
……
……
……
……

Additional useful information (storage limits and other relevant information)
The data will be protected as set forth in the Agreement. [ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]
……
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……

Contact points for data protection enquiries

Data importer
[ADD PRIVACY OFFICER CONTACT]
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……

Data exporter
[TO BE COMPLETED BY SUPPLIER]
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……

UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.
Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.
Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.
Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.
Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [**specify hosted, Punch-out, or both**] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than [**number**] catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: [**insert number of times Supplier can change its content; quarterly or biannually would be recommended**]
- Price Changes: [**insert number of times Supplier can change its price; once per year would be recommended**]

- Allowable level of price change ($/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system [**insert number, 10 is the minimum**] working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: [**insert number**]
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): [**insert description**]
- Maximum Number of SKUs allowed: [**insert number**] (optional)
- Categories allowed within Catalog: [**list specific categories**] or
- Categories blocked within Catalog: [**list specific categories**]

1. General

1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.

1.2 Participating Locations: Supplier shall make all terms of the Agreement available to all current and future locations of the University of California.

2. Program Requirements

2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per UC Location.

2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Doug Macphee, SVP		
Phone	562	977	7464
Email	doug.macphee@xerox.com		
Address	5700 Warland Drive		
	Cypress, CA 90630		

Supplier's Account Management Team is:

Name	Scott Reiber		
Phone	925	701	1657
Email	scott.reiber2@xerox.com		
Address	5050 Hopyard Rd.		
	Pleasanton, CA 94588		

Name	Martin Soto		
Phone	310	484	3799
Email	martin.soto2@xerox.com		
Address	5700 Warland Drive		
	Cypress, CA 90630		

Name	Daria Lewis		
Phone	714	565	1550

Email	daria.lewis@xerox.com
Address	1851 E 1st St.
	Santa Ana, CA 92705

Name	William Bennett III		
Phone	916	825	0261
Email	bill.bennettIII@xerox.com		
Address	1326 N. Market Blvd		
	Sacramento, CA 95834		

Name	Marcia Quo Schmidt		
Phone	714	658	4943
Email	marcia.quo-schmidt2@xerox.com		
Address	5700 Warland Drive		
	Cypress, CA 90630		

Name	Jim Potts, VP		
Phone	949	241	6030
Email	jim.potts@xerox.com		
Address	5657 Copley Drive		
	San Diego, CA 92111		

Supplier's staff name may change upon mutual agreement of the parties. Supplier may update the name of its staff by written communication to UC.

2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:

2.3.1 All support to be available no less than Monday – Friday, 8:00am-5:00pm (Pacific), except holidays.

2.3.2 Provide a toll-free 800 number for Customer Service calls.

2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.

2.3.4 Account management for on-going contract monitoring, maintenance and communication.

2.3.5 Account Representative(s) dedicated to UC Locations.

2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 days after equipment installation and training. Customer shall be defined as a designated user for that location. For UC Locations with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.

2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers

obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.

2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.

2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.

2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.

2.3.11 A designated contact for billing/invoicing questions and issues.

2.3.12 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet University's needs and comply with Supplier's obligations under the Agreement.

2.4 Consistency: Supplier must provide and assure consistency across all UC Locations in the following areas:

2.4.1 Pricing on all Products
2.4.2 Discounts on all Products
2.4.3 Support offerings
2.4.4 New Support offerings
2.4.5 Customer Service
2.4.6 Quality Control
2.4.7 Ordering and Payment Processes and Systems

2.5 Partnering: Suppliers must establish and maintain a partner relationship with UC Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:

2.5.1 Improving Supplier performance
2.5.2 Improving product and service quality
2.5.3 Improving equipment utilization levels to reduce costs
2.5.4 Increasing sales through product show sponsorship and other marketing assistance
2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
2.5.6 Competitive pricing strategies

2.6 In the event of a problem, Supplier makes the following escalation process available to UC:

Escalation Process and Chain of Command for Problem Resolution

Area	Level One		Level Two		Level Three	
	Why / When to Call	Who to Call	Why / When to Call	Who to Call	Why / When to Call	Who to Call
Customer Issues	Customer issues	Xerox Customer Service Unit	Customer issues beyond the control of or not resolved by Customer Service	Client Manager	Customer issues beyond the control of or not resolved by Client Manager	Account General Manager
Sales	Requests for Sales related issues or support	Xerox Customer Service Unit	Requests for Sales related issues or support not being addressed by Customer Service	Client Manager	Requests for Sales related issues or support not being addressed by Client Manager	Public Sector Sales Manager
Technical Service	Routine Service required	Xerox Service Help Desk	Technical Service issues not resolved in a timely fashion by Help Desk/Customer Service Engineer	Area Service Manager	Technical Service issues not resolved in a timely fashion by Area Service Manager	VP Technical Services

2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Xerox recommends implementation of a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:

- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key

Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.

- Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
- Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.

2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Xerox will develop a risk and issue log that will be jointly managed with University of California on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Xerox will agree risk and issue thresholds with University of California to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.

2.6.3 Technical Service Escalation/Problem Resolution Process (see escalation process in Exhibit 3 Supplier UC Account Support Team. The steps for problem escalation are as follows:

i. If the problem is not identified: Customer Service Engineer (CSE) contacts the Xerox Hotline to notify the Work Group Leader, who must respond within one hour.

ii. If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Xerox Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.

iii. If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.

iv. If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist and notifies the customer's decision maker on equipment status. This should occur within four to six hours.

v. If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical Service to seek assistance outside the immediate support team. This should occur within six to eight hours.

2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes

as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.

2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Description	Commitment
1. Service/Guarantee a) Total uptime per device b) MFD warranty (parts & labor)	a) 96% (not more than 8 hours of downtime per month based on the total number of working hours per month) b) 90 days - Total customer satisfaction guarantee
2.Response/Repair Time a) Response time per device b) Response times to areas beyond 20 miles from major UC Locations	a) 4 business hours with 1 business hour acknowledging call back from technician or dispatch — starting from time of call placement Maximum 8 hours or upon mutually agreed time with field office or location administrators.
3.Delivery/Installation a) Delivery (new equipment) b) Delivery (replacement parts) c) Delivery (supplies) d) Installation	10 business days from vendor receipt of order; delivery between 8am and 12noon (Pacific), with one hour pre-delivery call, unless otherwise arranged b) Within 8 business hours from vendor receipt of order c) Within 2 business days from vendor receipt of order d) Installation upon delivery, unless otherwise arranged
4.Setup	Within 4 business hours of delivery, unless otherwise arranged.
5.Training Initial Customer training and **IT** support	Unlimited user training on features and functionality at no **charge.** Initial IT - support no charge.
6. Customer Service a) 800 Number b) Return customer calls	a) At no cost b) Within 1 business hour

2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards.

2.9.1 Response time – Average 4 hours

2.9.2 Repair time – Average 2 hours

2.10 After hours Maintenance services requested and performed outside Supplier's normal business hours will be charged to UC at the rates provided in the Exhibit 1 and Exhibit 2. Supplier shall not charge UC more than thirty (30) minutes travel time for the services performed after normal business hours.

2.11 Supplier agrees to provide to UC, during Supplier's normal business hours (Monday-Friday, 8:00am-5:00pm Pacific), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.

Maintenance service requested and performed outside Supplier's normal business hours will be charged to UC at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the term of the Agreement.

2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by UC that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days – Total Satisfaction Guarantee

2.13 Non-Performance Penalty: Supplier agrees to credit UC for not complying with the service standards specified in Section 2.8, as follows:

2.13.1 Maintenance credit - Up to one hundred (100) percent credit to individual UC Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime % Credit (off maintenance monthly charge)

Uptime %	**Credit (off maintenance monthly charge)**
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%

90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance lever, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

$$\text{Uptime Percentage} = \frac{\text{PPM - FT x 100}}{\text{PPM}}$$

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

2.13.2 Delivery credit - Up to fifteen (15) percent of the UC net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time, a loaner acceptable by UC ordering department.

Delivery Schedule (Business Days)	**Credit** (Off UC purchase/lease price)
10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

Credits to be calculated based on the UC Net purchase price and/or monthly lease/rental charge to be calculated on a per device basis.

2.13.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.14 Delivery and Installation:

Supplier shall provide delivery and installation of devices, including fulfillment process from UC Purchase Order submission to delivery, all at no separate or additional charges to University except as stated under Section 13(7) of the Agreement. UC has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by UC; provided, however, in no event shall the amount of such direct damages exceed UC documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to UC by telephone, email, or facsimile. Supplier shall keep UC fully informed if late delivery is due to causes beyond the

reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against UC, quarantine restrictions, or other causes beyond reasonable control of Supplier.

2.14.1 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each UC Location.

2.14.2 Supplier will provide a written acknowledgment of equipment delivery and installation.

2.15 Training: Supplier must provide training to UC authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

2.15.1 Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to UC.

2.16 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:

2.16.1 For each device covered under the Agreement, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.

2.16.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.

2.16.3 Post Consumer Waste (PCW) Paper:

- All devices shall be able to use recycled content paper up to and including 100% Post Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
- Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.

- Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a UC designated official with Supplier to test and determine the appropriate resolution.

2.16.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.

2.16.5 Provide a process by which devices can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.

2.16.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.

2.16.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.

2.16.8 Reporting: Supplier will report to UC during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide UC quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by UC systemwide and by location.

2.16.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: *https://www.ecovadis.com/us/supplier-solutions-2/*.

2.17 Accessibility:

2.17.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).

2.17.2 OCR will be available on all scanners at no additional cost to UC.

2.17.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.

2.17.4 Accessibility features for each product will be identified in the supplier's online form/ecatalog.

2.18 Technical Support: Supplier must provide the following technical support to UC Locations:

2.18.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources, as needed and/or requested.
2.18.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
2.18.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
2.18.4 Hardware installation (network cards, cabling, etc.)
2.18.5 LDAP
2.18.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
2.18.7 Advice and assistance with user-settable options in display menus and submenus
2.18.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
2.18.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
2.18.10 Supplier's employees that will be physically present at UC Locations (i.e. delivering copiers, providing service) must conform to the following:

- Wear proper uniform
- Carry badges with picture ID
- Successfully passed the following pre-employment background security checks:
  - Social security trace
  - National criminal search (including national sex offender registry)
  - County criminal search
  - Prior employer screening
  - Highest level of education (exempt only)
  - Motor vehicle record (driving roles only)
- Bonded, or appropriately equivalent Crime Insurance coverage

2.18.11 Supplier must provide the following quantity of service technicians:

- UC Davis/UCD Health – 13 Service Technicians
- UC Merced – 8 Service Technicians
- UC San Francisco/UC Hastings/UCSF Health – Service 20 Technicians
- UC Berkeley/UC Office of President/Lawrence Berkeley National – Service 25 Technicians
- UC Santa Cruz – Service 5 Technicians
- UCLA/UCSB/UC Irvine/UCLA Health/UC Irvine Health – 61 Service Technicians
- UC San Diego/UCSD Health/UC Riverside – 43 Service Technicians
- Total – 175 Technicians

There are 3 VP's of Technical Service and 12 Local Service Managers.

2.18.11..1 It is understood that the quantity of technicians per UC Location may change over time based upon the Supplier product usage among the locations, but in no event will the quality of service diminish below the requirements of this Agreement.

2.18.11..2 Supplier will maintain a ratio of service technicians per MFD at a level sufficient to meet it's obligations under the Agreement.

2.18.11..3 All technicians are trained and certified by Supplier for each product they serve.

2.18.11..4 Supplier will maintain an average field technician tenure of no less than 1 year.

3. Pricing:

3.1 Pricing on Exhibit 1 and Exhibit 2 is expressed as a discount from Manufacturer Suggested Retail Price) MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.

3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.

3.3 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail

Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee.

3.4 Certain models of equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely UC's responsibility. Upon request, Supplier will provide additional information to UC regarding the security features available for particular equipment models

3.5 Supplier agrees to extend the pricing terms for maintenance services and supplies included in this Agreement to Supplier's current population of Products placed at UC prior to the execution of this Agreement for models that are identical to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Exhibit 1 and Exhibit 2, the current pricing shall not change.

3.6 Supplier will provide an additional 5% discount on the published UC equipment portion of the price list for Outright Sale/FMV and FPO Lease (equipment price only, excluding maintenance) for orders (order is defined as ordered at the same time on one order agreement) that includes revenue value that equals or exceeds $75,000 for any combination of office units (MFD/Printers) . Any/all discounts will be taken at the time of order.

3.7 MFD/Printer Fleet Management Programs: Some UC Locations (as identified in the RFP Campus Profiles) utilize established MFD/Printer Fleet Management Programs, or similar groups managing a large population of MFDs and/or Laser Printers for the UC Location. The value added services provided by these programs may vary, but generally include:

- Institutional knowledge and understanding of UC Location hierarchy, policies & procedures, and local campus geography;
- Onsite central point of contact at UC Location for first-tier service response and coordination, and centralized supplies and parts;
- Consultation and equipment needs assessment for multiple departments within the UC Location;
- Consolidation of multiple equipment orders onto single purchase orders (lease or purchase);
- Coordination for volume deliveries of equipment;
- Consolidated billing and meter reading reconciliation through a single contact at the UC Location;
- Coordination of internal campus services for: delivery access, electrical upgrades, network access, copy/print control systems, help desk troubleshooting, and service call avoidance;

- Summary invoicing, and single-contact invoice reconciliation;
- Managed mediation of customer equipment expectations and performance issues in lieu of the Supplier

In recognition of these value-added services currently in place at the UC Locations identified, and their resulting reduction in Suppliers' efforts, resources, and expenses, Supplier will provide MFD/Printer Fleet Management Programs an additional Five percent (5%) discount off all pricing on Exhibit 1.

If, after the implementation of this contract, a UC Location not operating such a program as of the effective date of this Agreement determines that is in their best interest to deploy such a program, Supplier will be notified by that UC Location's procurement office, after appropriate review and authorization. On authorization, such programs will be entitled to all benefits available to those programs currently established as detailed herein.

MFD/Printer Fleet Management Programs reserve the right to negotiate further discounts on any of Suppliers' products and/or services provided for under this RFP and its resulting contract.

At UC Locations with MFD/Printer Fleet Management Programs, Supplier will partner with these programs and direct all potential campus customers at the UC Location to the program before selling or leasing an MFD/Printer to the campus customer. Additionally, Supplier will provide marketing expertise to further the program development at the UC Location.

4. **Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated UC contacts providing a wide range of information, at both the system-wide and individual UC Location level, related to the Agreement including, but not limited to:

4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:

- UC Location
- UC department
- UC purchase order number
- Name, phone and email for department placing the purchase order
- Equipment serial number
- Name and Model of product(s) and/or service(s) Purchased
- Quantity purchased
- Price paid, per unit and total
- Method of acquisition (lease, purchase, etc.)
- Sustainable product purchases

4.2 Monthly Reports:

- Response time
- Repair time
- Uptime
- Total service calls
- Delivery time
- Installation time
- Open leases, remaining terms, etc.

4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.

4.4 Annual reports comparing UC contract pricing with Supplier's other pricing available from in the higher education market.

4.5 Other reports as reasonably requested by UC.

4.6 Supplier must make a commercially reasonable effort to provide reports within five (5) business days.

5. Maintenance Service

5.1 Supplier agrees to provide to UC, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.

5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.

5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:

5.3.1 All relevant customer information, location, phone number(s), contact name , caller name
5.3.2 A unique repair ticket number
5.3.3 Time of call placement from the customer
5.3.4 The customer's reported equipment malfunction or issue

5.3.5 The equipment id number, model and serial number
5.3.6 The equipment status operational status: operational, substandard, or inoperative
5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem

5.4 Suppliers must further log the following information upon call completion:

5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed.- closed, open, pending , escalated.
5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).

5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.

5.6 Repair Parts And Supplies:

5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
5.6.3 Supplier must provide all UC Locations with the same discount for parts and supplies for the devices covered under this Agreement.

5.7 MFD Service and Parts: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:

i. **Option 1**: Cost Per Impression Charge – Zero Volume Base
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective UC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. Volumes will not be estimated. These rates apply to purchased and leased MFDs.

ii. **Option 2**: Monthly Minimum Charge
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge UC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate

cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.

iii. **Option 3: T&M** - Fixed Charge per Occurrence
Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

5.8 **Lemon Clause**: After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The UC Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide UC with the device's "Useful Life".

6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.

6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.

6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Exhibit 1 and Exhibit 2.

6.1.4 Notify all UC Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Exhibit 1 and Exhibit 2.

6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.

6.2 All devices must:

6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).

6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and

6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.

6.3 All MFDs/Laser Printers that are equipped with hard drives must:

6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.

6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.

6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).

6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.

6.4 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); and be able to have their hard drives removed by a Supplier technician and surrendered to UC at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from UC) at no additional cost to UC.

6.5 In addition to the above, certain models of equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely UC's responsibility. Upon request, Supplier will provide additional information to UC regarding the security features available for particular equipment models

7. Technology Requirements: Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

7.1 100baseT or greater Ethernet connectivity

7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:

- 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
- 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
- 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
- 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)

7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:

- 7.3.1 POP, IMAP
- 7.3.2 IPv4/IPv6/IPsec
- 7.3.3 LDAPv3 or higher
- 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
- 7.3.5 LPR/LPD/IPP
- 7.3.6 Bonjour
- 7.3.7 SMTP
- 7.3.8 SNMP v1 – v3 including authentication protocols
- 7.3.9 TCP port 9100 direct printing (bidirectional)
- 7.3.10 SSL/TLS

7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:

- 7.4.1 PostScript Level 3
- 7.4.2 PCL 6e
- 7.4.3 PDF

7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.

7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the UC Location.

7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at UC locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:

7.7.1 Embedded software and/or external hardware to enable use of the third- party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to UC;
7.7.2 Network connectivity across a hard-wired and/or a wireless network;
7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

8. Product Acquisition

8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.

- Category 1 - B/W Desktop 20+ pages per minute
- Category 2 - B/W 20-30 pages per minute
- Category 3 - B/W 31-40 pages per minute
- Category 4A - B/W 41-50 pages per minute
- Category 4B - B/W 51-60 pages per minute
- Category 5 - B/W 61-90 pages per minute

- Category 1 - Color Desktop 20+ pages per minute
- Category 2 - Color 20-30 pages per minute
- Category 3 - Color 31-40 pages per minute
- Category 4A - Color 41-50 pages per minute
- Category 4B - Color 51-60 pages per minute
- Category 5 - Color 61-90 pages per minute

8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute

- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to UC the required devices listed herein and associated products and services, if requested by UC, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to UC for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to UC the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and $1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and $1 buyout option, Supplier must offer a service and supply component.

8.5 Trial Units: Supplier must offer current models to UC Locations on a trial basis for thirty (30) days. UC Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.

8.6 Product Certification: Supplier certifies and warrants that all products sold to UC under the Agreement:

8.6.1 Shall be new and genuine, except short term rentals or temporary replacements. Equipment provided under the Contract is currently manufactured by Xerox, though the equipment may contain recycled components that have been reprocessed to meet Xerox' new parts performance standards. The University will be the first user of the equipment.

8.6.2 Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.

8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.

8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.

8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

8.7 Trade-ins: Supplier agrees to assist UC in obtaining the best trade-in values available for UC owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of UC owned products, to UC to effectively manage the trade-in transaction(s) at no cost to UC.

Exhibit 3 – Xerox Account Support Team*

UC System-wide Contract 2020

Campus	Support Contact	Phone	Email
All, Vice President	Doug Macphee	562-977-7464	doug.macphee@xerox.com
UC San Diego	Daria Lewis	714-565-1550	daria.lewis@xerox.com
UC Irvine	Daria Lewis	714-565-1550	daria.lewis@xerox.com
UC Riverside	Marcia Quo-Schmidt	714-565-1112	marcia.quo-schmidt2@xerox.com
UC Los Angeles	Martin Soto	310-484-3799	martin.soto2@xerox.com
UC Santa Barbara	Martin Soto	310-484-3799	martin.soto2@xerox.com
UC Santa Cruz	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UC San Francisco	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UC Berkeley	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UCOP	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UC Davis	Bill Bennett	916-928-0770	bill.bennettIII@xerox.com
UC Merced	Bill Bennett	916-928-0770	bill.bennettIII@xerox.com

(*) Supplier's staff name may change upon mutual agreement of the parties. Supplier may update the name of its staff by written communication to UC.

ATTACHMENT B

ADDITIONAL TERMS APPLICABLE TO ALL NON- UNIVERSITY OF CALIFORNIA ENTITIES

The following terms ("Non-University Terms") are in addition to the terms included in the University of California Master Agreement and shall only be available to Non-University of California entities to procure equipment and services under this Agreement. Xerox agrees to make resulting Non-University of California pricing and terms from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") through OMNIA Partners' Cooperative purchasing program so long as such Public Agency is a registered member at OMNIA. For clarity, it is the express intention of the parties that only the Non-University of California pricing and terms from this solicitation shall be made available to non-University of California entities under the University of California Master Agreement. Should there be a conflict between the Non-University Terms and the terms of the University of California Master Agreement, the Non-University Terms will control.

General Terms and Conditions

1. **SCOPE.** The acquisition of Products and Maintenance Services by Non University of California entities is subject to the applicable terms and conditions of the University of California Master Agreement as modified by this Attachment B (the "Agreement"). In the event of a conflict among these documents, this Agreement will take precedence. "Products" means Xerox-brand equipment ("Equipment"), Software and Consumable Supplies ordered under this Agreement.
2. **TERM.** The initial term of this Agreement ("Initial Term") will commence on the date it is accepted by Xerox, and it will expire on the last day of the 36th full calendar month thereafter, unless early terminated by either party upon not less than 90-days' notice. Following the Initial Term, this Agreement may be renewed for two (2) additional one-year terms, under the same terms and conditions. Upon the expiration or termination of this Agreement, each IA (as defined in Section 3.a.) shall remain in full force and effect until the end of its term and shall be governed by the terms and conditions of this Agreement as if it were still in effect.
3. **ORDER DOCUMENTS.**
   a. Customer will issue documents that Customer or Xerox require for acquisitions hereunder, including purchase orders and individual standard form Xerox agreements ("Order Document(s)") for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address and product description, including any Trade-In Equipment. Notwithstanding anything contained in any Order Document which is at variance with or additional to this Agreement, Order Documents will incorporate and be subject solely to the terms and conditions of this Agreement, except for standard Xerox agreement terms and conditions related to options selected by Customer at time of order. Xerox reserves the right to review and approve Customer's credit prior to acceptance of an Order Document, and Customer authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies. Upon acceptance by Xerox, the Order Document creates an individual agreement ("IA") for the Products identified therein. An IA for "Standard Lease" or "Major Account Lease" may be referred to herein as a "Lease IA". An IA for "Cash Purchase" or "Major Account Purchase" may be referred to herein as a "Purchase IA".
   b. Order Documents may be submitted by hard copy or electronic means and those submitted electronically will be considered: (i) a "writing" or "in writing"; (ii) "signed" by Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) valid and enforceable.
4. **ELIGIBLE AFFILIATES.** Xerox will provide Products under this Agreement to Customer's Members. If a Member submits an Order Document, it will be the "Customer" for purposes of the resulting IA. If Customer divests a Member, such divested entity is no longer eligible to submit Orders under this Agreement.
5. **PRODUCTS.** Customer represents that the Products: (i) will be used in Customer's business in the United States, its territories and possessions ("U.S."); (ii) are not being acquired for resale; and (iii) will not be used for personal, household or family purposes. Xerox may, for purposes of future order-taking, add Products to this Agreement or withdraw Products that become no longer generally commercially available.
6. **EQUIPMENT STATUS**. Except for Equipment identified in an IA as "Previously Installed", Equipment will be (a) "Newly Manufactured", which may contain some reconditioned components; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

7. **EQUIPMENT COMMENCEMENT & INSTALLATION DATES.** The initial Term of an IA that includes Equipment will commence on the "Installation Date", which means: (a) for Equipment installed by Xerox, the date Xerox determines the Equipment to be operating satisfactorily and is available for Customer's use, as demonstrated by successful completion of diagnostic routines; and (b) for Equipment designated as "Customer Installable", the Equipment delivery date.

8. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

9. **MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided in the applicable IA. Maintenance Services are provided as a mandatory part of a Lease or Rental IA, or under a Maintenance IA. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. If Xerox is unable to repair the Equipment so that it performs consistently in accordance with its specifications, Xerox will replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of a Maintenance Plan, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may reasonably estimate the reading and bill Customer accordingly.

10. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

11. **DELIVERY & REMOVAL.** Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense.

12. **PAYMENT & TAXES.**
    a. If the invoice displays a due date, payment must be received by Xerox on or before the due date. If the invoice does not display a due date, payment must be received by Xerox in accordance with the state's prompt payment statutes, or, if such statutes are not applicable, within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce Customer's obligations.

    b. Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless Customer timely provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income and, for Lease IAs, Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease IA is a lease for all income tax purposes and Customer will not claim any credit or deduction for depreciation of the Equipment or take any other action inconsistent with its role as lessee of the Equipment.

13. **LATE CHARGES & DEFAULT.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and Customer will pay, a late charge equal to 5% of the amount due or $25, whichever is greater, or the amount allowed by applicable law, if less. Customer will be in default under an IA if Xerox does not receive any payment within 15 days after the date it is due or Customer breaches any other obligation under this Agreement, any IA hereunder, or any other agreement with Xerox. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement or any IA.

14. **NON-CANCELABLE AGREEMENT**. LEASE AND INSTALLMENT PURCHASE IA's CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

15. **WARRANTY DISCLAIMER & WAIVERS.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

16. **LEASE OPTIONS FOR PURCHASE, RENEWAL, AND TERMINATION.** The following options are available for Equipment under a Lease IA:
    a. If not in default hereunder, Customer may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term of a Lease IA for the purchase option indicated in such IA, plus all applicable Taxes.
    b. Unless either party provides notice of termination at least 30 days before the end of the initial Term of a Lease IA, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Lease IA upon at least 30 days' notice. Upon termination, Customer will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

17. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. Customer will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product and, if purchased, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to Customer), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to Customer's specifications or being used or sold with products not provided by Xerox.

18. **LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement or any IA written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to Customer for any direct damages relating to this Agreement or any IA written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable IA and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages.

19. **ASSIGNMENT.** Neither party may assign without the prior written consent of the other party.

20. **NOTICES.** Unless provided otherwise in this Agreement, notices under this Agreement or any IA must be sent in writing to the party's address or facsimile number set forth below. Notices will be deemed given 5 days after mailing by first class mail, 2 days after sending by nationally recognized overnight courier, or on the date of electronic confirmation of receipt of a facsimile transmission, when followed by mailing of such notice as provided herein. Invoices are not considered notices under this Agreement and are governed by provisions relating specifically thereto. All payment related notices under an IA shall be sent: (a) to Customer at the "Bill to" address in the IA, and (b) to Xerox at the inquiry address on the most recent invoice. All other notices under this Agreement or an IA shall be sent to a party at its address or facsimile number below. Either party may change its address or facsimile number for receipt of notice by notifying the other party at its address or facsimile number below.

To Customer:	**To Xerox:**
	Office of General Counsel
	Xerox Corporation
	45 Glover Avenue
	P. O. Box 4505
	Norwalk, CT 06856-4505

Facsimile: **Facsimile:**

21. FORCE MAJEURE. Xerox will not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify Customer if such a circumstance occurs.

22. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan Features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by Customer, and Customer will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If Customer's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. Upon request, Customer will provide current meter reads and/or an inventory of Consumable Supplies in its possession.

23. RELOCATION. Until Customer has paid in full under a Purchase IA or Installment Purchase IA, or while Equipment is subject to a Lease or Rental IA: (a) all Equipment relocations must be arranged (or approved in advance) by Xerox and will be at Customer's expense; (b) while Equipment is being relocated, Customer remains responsible to make all payments under the applicable IA; and (c) Equipment cannot be relocated outside of the U.S.

24. SOFTWARE

a. SOFTWARE LICENSE. Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an IA as "Application Software" only on any single unit of equipment for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this subsection a.). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) Customer is notified of a default under an IA; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any IA under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

b. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable IA and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license

fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the SOFTWARE LICENSE and SOFTWARE SUPPORT provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.

c. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox, provided that any on-site access to Customer's facility will be during Customer's normal business hours.

25. REMOTE SERVICES.

a. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above.

b. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

26. TRADE-IN EQUIPMENT. Customer warrants that Customer has the right to transfer title to the equipment Customer is trading in as part of an IA ("Trade-In Equipment"), and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from Customer's premises. Customer will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from Customer's premises.

27. TOTAL SATISFACTION GUARANTEE.

a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the" SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the Installation Date, unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it expires at the end of the initial Term of the subject Installment Purchase, Rental or Lease IA; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.

b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an IA under this Agreement, Xerox will, at Customer's request,

replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the" Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox maintenance agreement. The Non-SP Equipment Guarantee is effective for 3 years after the Installation Date, unless the Non-SP Equipment is being acquired under an Installment Purchase, Rental or Lease IA with an initial Term of more than 3 years, in which event it will expire at the end of the initial Term of the subject IA; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.

c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

28. GOVERNMENT CUSTOMER TERMS: The following additional terms apply to Lease and Installment Purchase IA's:

a. REPRESENTATIONS & WARRANTIES, FUNDING, TAX TREATMENT & PAYMENTS:

(i) REPRESENTATIONS & WARRANTIES. Customer represents and warrants, as of the date of this Agreement and of each IA hereunder, that: (1) Customer is a State or a fully constituted political subdivision or agency of the State in which Customer is located and is authorized to enter into, and carry out, Customer's obligations under this Agreement, any IA hereunder and any other documents required to be delivered in connection with the Agreement or any IA hereunder (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement or an IA hereunder and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of Customer's authority and will be used only by Customer and only to perform such function; (5) Customer's obligations to remit payments under this Agreement or any IA hereunder constitute a current expense and not a debt under applicable state law; and (6) no provision of this Agreement or any IA constitutes a pledge of Customer's tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement or the subject IA.

(ii) FUNDING. Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Products, and it is Customer's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an IA hereunder. If (1) through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of this Agreement or an IA hereunder for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) Customer has made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within Customer's general organization who can continue this Agreement or an IA hereunder, this Agreement or an IA hereunder may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox that Customer's legislative body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must be accompanied by payment of all sums then owed through the current year under this Agreement or any IA hereunder and must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer will return the Equipment, at Customer's expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

(iii) TAX TREATMENT. Xerox has accepted this Agreement and each IA hereunder based on Customer's representation that Xerox may claim any interest paid by Customer as exempt from federal income tax under Section 103(c) of the Code. Customer will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. Customer appoints Xerox as Customer's agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement or an IA hereunder in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the

regulations prescribed thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of Customer's failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, Customer will pay Xerox an amount equal to its loss in this regard. Customer will provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

(iv) PAYMENTS. All payments are due within 30 days of the invoice date.

27. AMENDMENT. All changes to this Agreement or any IA hereunder must be made in a writing signed by both parties. The amendment of this Agreement or any IA shall not affect the obligations of either party under any other IA's under this Agreement.

28. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information Customer provides completely and accurately represents Customer's financial condition.

29. MISCELLANEOUS. This Agreement is governed by the laws of the State of California (without regard to conflict-of-law principles). In any action to enforce this Agreement or any IA hereunder, the parties agree (a) to the jurisdiction and venue of the federal and state courts (i) for OMNIA Partners in Williamson County, Tennessee, and (ii) for Members, in the specific jurisdiction and venue of the Member and (b) to waive their right to a jury trial. If a court finds any term of this Agreement or any IA unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address Customer provides to Xerox. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement and each IA hereunder which will be admissible in any action to enforce it, but only the Agreement or IA held by Xerox will be considered an original. Xerox may accept this Agreement or any IA hereunder either by signature or by commencing performance. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement and any IA hereunder. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any IA that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement or any IA to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement or the subject IA, or refunded to Customer.

30. ENTIRE AGREEMENT. The following are attached hereto and made part hereof:

- ARTICLE I: RESERVED
- ARTICLE II: MAJOR ACCOUNT LEASE AND PURCHASE TERMS AND CONDITIONS
- ARTICLE III: RESERVED
- ARTICLE IV: MAINTENANCE TERMS AND CONDITIONS
- ARTICLE V: RESERVED
- ARTICLE VI: SERVICES MASTER AGREEMENT

ARTICLE II: MAJOR ACCOUNT LEASE TERMS AND CONDITIONS

Customer's acquisition of Equipment by Major Account Lease is governed by the terms and conditions of the Agreement and this Article.

1. **PRICING.** The Minimum Payment and Print Charges will not increase during the initial Term of a Major Account Lease IA.
2. **TERM.** The initial Term for any Major Account Lease IA will be the number of full calendar months stated in such IA. The Minimum Payment for any partial month following the Installation Date will be billed on a pro rata basis, based on a 30-day month.
3. **TITLE AND RISK.** Title to the Equipment remains with Xerox until Customer exercises its Purchase Option. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
4. **PROTECTION OF XEROX'S RIGHTS.** Customer authorizes Xerox or its agent to file financing statements necessary to protect Xerox's rights as lessor of the Equipment. Until Customer has paid in full pursuant to the Purchase Option under a Major Account Lease IA, Equipment will remain personal property and Customer will not: (a) attach it as a fixture to any real estate; (b) pledge, sub-lease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. Customer will promptly notify Xerox if Customer relocates its principal place of business or changes the name of its business.
5. **REMEDIES.** If Customer defaults under the Agreement or any Major Account Lease IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of the Major Account Lease IA, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If Customer notifies Xerox and makes the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, Customer, upon recovery of the Equipment by Xerox, will receive a credit for the fair market value of the Equipment (as determined by Xerox), less any costs incurred by Xerox.
6. **FINANCE LEASE.** A MAJOR ACCOUNT LEASE IA IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

END OF ARTICLE

ARTICLE IV : MAINTENANCE TERMS AND CONDITIONS

Customer's acquisition of Maintenance Services by a Maintenance IA or under a Lease or Rental IA is governed by the terms and conditions of the Agreement and this Article.

1. **MAINTENANCE TERM.** The initial Term of a Maintenance IA will commence: (a) for newly installed Equipment, on the Installation Date; (b) for all other Equipment, on the date Xerox accepts the Maintenance IA. The initial Term of a Maintenance IA will expire on the last day of the final calendar month of the initial Term, unless Customer chooses to renew the Maintenance IA for an equivalent term.
2. **INDIVIDUAL AGREEMENT PRICING.** Except as otherwise provided in a Maintenance IA, Xerox may annually increase the Minimum Payment and Print Charges under a Maintenance IA upon 30 days' notice.
3. **REMEDIES.** If Customer defaults under this Agreement or a Maintenance IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (b) the lesser of (i) the remaining Minimum Payments in the initial term of the Maintenance IA, or (ii) six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.
4. **RELOCATION.** If notified by Customer, Xerox will continue to provide Maintenance Services on Equipment relocated by Customer, provided that such relocation is to an area where Xerox offers Maintenance Services for the affected Equipment.

END OF ARTICLE

ARTICLE VI: SERVICES MASTER AGREEMENT

The following Service Master Agreement will be used by Non- UC University Customers when procuring managed print services, including maintenance services, Products (Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.

THIS SERVICES MASTER AGREEMENT NO. << Enter 7 Digit Contract Number >>> is between Xerox Corporation ("Xerox"), a New York corporation with offices at 45 Glover Ave. Norwalk, CT 06856 and << Enter Customer's Legal Name >>> ("Customer").

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to the Customer over time. This Agreement is grouped into Modules. However, it is the intent of the parties that the Products and Services acquired hereunder be acquired under the applicable terms of the University of California Master Agreement # _____executed between University of California and Xerox as well as the terms for included in Attachment B to the University of California Master Agreement. Therefore, the terms and conditions for OMNIA customers are incorporated by reference into this Agreement. Any conflict between the terms and conditions on Attachment B or the terms of the University of California Master Agreement and this Agreement will be resolved in favor of this Agreement.

The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."

c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.

d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.

e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.

f. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.

g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.

h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.

i. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.

j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.

k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.

l. **Customer Content** means documents, materials, or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.

m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.

n. **Customer Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.

o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.

p. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.

q. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.

r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.

s. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.

t. **Effective Date** means the date this Agreement is signed by Xerox.

u. **Equipment** means Xerox-brand equipment.

v. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.

w. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.

x. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.

y. **Feature Releases** means new releases of Software that include new content or functionality.

z. **Force Majeure Event** means a circumstance beyond a party's reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.

aa. **Funds** means collectively Amortized Services and Third Party Funds.

bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."

cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.

dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.

ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services, and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.

ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

gg. **Output of Services** means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.

hh. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.

ii. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.

jj. **Products** means Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.

kk. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only. Any terms in a PO are not binding and are of no force or effect.

ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.

mm. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.

nn. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.

oo. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.

pp. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.

qq. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.

rr. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.

ss. **Software** means Base Software and Application Software.

tt. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.

uu. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.

vv. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind

whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

ww. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.

xx. **Third Party Hardware** means non-Xerox brand equipment.

yy. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.

zz. **Third Party Software** means non-Xerox brand software.

aaa. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transaction-based gross receipts, and privilege Taxes.

bbb. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.

ccc. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any services procedures manuals, Xerox Tools, Xerox Client Tools, and Xerox Intellectual Property.

ddd. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).

eee. **Xerox Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.

fff. **Xerox Products** means Equipment, Software, and Consumable Supplies acquired pursuant to this Agreement.

ggg. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. – GENERAL

The terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

GEN 1.1– AGREEMENT STRUCTURE

a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Customer Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.

b. **Orders and Services Contracts.**

i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by a Customer Affiliate, such Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. If a Customer Affiliate establishes a Services Contract by placing an Order hereunder, it will be the "Customer" for the purposes of such Services Contract.

ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services, or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and

conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.

iii. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.

iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours.

b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of $25 or five percent (5.0%) of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.

c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer, defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s). Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

GEN 1.3 – TAXES

a. Customer will be responsible for all Transaction Taxes. Transaction Taxes will be included in Xerox's invoice unless Xerox receives proof of Customer's tax-exempt status. Customer shall not be responsible for Excluded Taxes.

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;

b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;

c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;

d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;

e. to maintain the manufacturer's maintenance agreement for any Third Party Products;

f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;

g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;

h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;

i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;

j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and

k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7– WARRANTIES

a. **Mutual Warranties**. Each party represents and warrants to the other, as an essential part of this Agreement, that:

i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;

ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and

iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.

b. **Xerox Warranties**.

i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s), and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.

ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.

iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.

iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:

(a) Customer's failure or delay in performing its responsibilities under this Agreement;
(b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
(c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.

c. **Disclaimer**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS

PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

d. The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

a. **Customer Intellectual Property**. Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.

b. **Ownership of Output of Services and License to Xerox Intellectual Property**. Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. To the foregoing extent, Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display, and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under a SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.

c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.

e. **Data Collection and Use**. Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – INDEMNIFICATION

a. **General Indemnification.** Xerox, if promptly notified and given the right to control the defense, shall indemnify, defend and hold harmless the Customer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by Xerox's negligent acts or omissions, or willful misconduct in connection with this Agreement.

b. **Xerox Indemnification.** Xerox shall, if promptly notified by Customer (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents successors and assigns, for all Claims that Xerox Products or Customer's use of the Services provided by Xerox under this Agreement infringe a U.S. patent, copyright or other intellectual property right. Notwithstanding anything to the contrary herein, Xerox shall have no

obligation under this Section **GEN 1.9(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) infringement by Services resulting from Customer's direction, specification or design, (iii) modification or alteration to such Xerox Products or Services not approved in writing by Xerox; (iv) any combination or use of the Xerox Products or Services not approved in writing by Xerox; (v) use of the Xerox Products or Services not in accordance with the applicable Documentation; or (vi) Customer's failure to use corrections or enhancements to the Xerox Products provided by Xerox. If a Claim is made or appears likely to be made pursuant to this Section **GEN 1.9(b)**, Customer agrees to permit Xerox, at Xerox's sole option and expense, to obtain the right to enable Customer to continue to use such Xerox Products, to make them non-infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Xerox Products to Xerox upon Xerox's written request. Xerox will then give Customer a refund equal to the amount Customer paid Xerox for such Xerox Products less a reasonable usage fee.

c. Xerox is not responsible for any litigation expenses of the Customer or any settlements unless it pre-approves them in writing.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

a. **NO CONSEQUENTIAL DAMAGES**. SUBJECT TO SECTION **GEN 1.10(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **LIMITATION ON RECOVERY**. SUBJECT TO SECTION **GEN 1.10(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE**.** THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **GEN 1.10(b)** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.10** SHALL NOT APPLY WITH RESPECT TO:

   i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;

   ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;

   iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR

   iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools, and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event that the University of California Master Agreement expires or is terminated, this Agreement and all Services Contracts and Orders thereunder that are in effect at that time shall remain in full force and effect until their expiration or termination, and continue under the same terms and conditions as if the University of California Master Agreement Contract were still in effect. In the event this Agreement expires or is terminated, each Services Contract in effect at that time shall remain in full force and effect until the expiration or

termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12– CONFIDENTIALITY

a. **Obligation**. Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other customers, including in marketing materials. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.

b. **Exclusions**. The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.

c. **Return of Information**. Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.

d. **Disclosure under Legal Requirement**. If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

e. **Duration of Confidentiality Obligation**. Except for Private Information and Xerox Intellectual Property, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property shall continue so long as it continues to be Xerox trade secrets.

f. **Residual Rights**. Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

GEN 1.13– DATA PROTECTION/PRIVACY

a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.

b. Xerox has adopted reasonable physical, technical, and organizational safeguards designed to prevent accidental, unauthorized, or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox

will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer, or use of Private Information.

GEN 1.14 – GOVERNING LAW AND JURISDICTION

This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of California.

GEN 1.15 – RESERVED.

GEN 1.16– FORCE MAJEURE

Except for Customer's absolute and unconditional obligation to make all required payments of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof.

GEN 1.17 – INSURANCE COVERAGE

Xerox shall maintain the following limits of insurance coverage during the term of this Agreement:

1. Where required by law, Workers Compensation, at statutory limits;
2. Employers Liability, with $1,000,000 USD limit of liability or at statutory limits, whichever is greater;
3. Commercial General Liability, including Products - Completed Operations coverage and Broad Form Contractual, with $2,000,000 USD limit of liability per occurrence for Bodily Injury and Property Damage; and,
4. Where applicable, Automobile Liability, with a combined single limit of liability of $2,000,000 USD per accident or at statutory limits, whichever is greater.

GEN 1.18 – FUNDING (this provision applies to state & local government Customers only)

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

GEN 1.19– COMPLIANCE WITH LAWS AND POLICIES

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing notice to Customer, pass such costs on to Customer.

GEN 1.20 – MISCELLANEOUS

a. **Copies of Agreement**. Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy, or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.

b. **Amendment**. All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.

c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.

d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent, or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.

e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).

f. **Assignment**. Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.

h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.

i. **Order of Precedence; Entire Agreement**. This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); (2) Section **GEN 1.9** (Indemnification); (3) Section **GEN 1.10** (Limitation of Liability); (4) Section **GEN 1.12** (Confidentiality); and (5) Section **GEN 1.3** (Taxes), will prevail over conflicting provisions in any other contractual document.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 – CHARGES FOR SERVICES

Charges for Services are set forth in the applicable Order. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – USE OF SUBCONTRACTORS

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.4 – SERVICES SCOPE CHANGES

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – TERM AND DATE OF INSTALLATION

The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 – EQUIPMENT STATUS

Unless Customer is acquiring previously installed equipment, Equipment will be either: (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model" which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third Party Hardware that Xerox may provide under any Order.

EQP 1.4 – CONSUMABLE SUPPLIES

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Consumable Supplies are Xerox's property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that exceeds Xerox's published yields by more than ten percent (10%). In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within thirty (30) days after notice, Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon thirty (30) days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

EQP 1.5 – USE AND RELOCATION

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Supplier Equipment. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business, or changes the name of its business. The risk of loss for the Supplier Equipment shall pass to Customer upon delivery to the applicable Customer Facilities. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.

b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):

    i. sell, charge, let or part with possession of the Supplier Equipment;

    ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or

    iii. make any changes or additions to the Supplier Equipment.

c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – DATA SECURITY

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 - TOTAL SATISFACTION GUARANTEE.

a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the" SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire at the end of the initial term of the Order; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox through the provision of Xerox Maintenance Services, and (ii) operated at all times in accordance with the Expectations Document.

b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an Order under this Agreement, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the" Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox through the provision of Xerox Maintenance Services. The Non-SP Equipment Guarantee will expire at the end of the initial term of the subject Order; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.

c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

EQP 1.10 – REMOVAL OF HAZARDOUS WASTE

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – ORDER

Orders for an outright purchase of Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

EP 1.2 – TITLE

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – DEFAULT

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all Transaction Taxes and applicable interest on all amounts due from the due date until paid. Customer shall also pay all reasonable costs, including attorney's fees, incurred by Xerox to enforce this Agreement.

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment: GEN 1.1 c.ii – iii; GEN 1.6 b – j; GEN 1.7 b.1; GEN 1.11; EQP 1.4; EQP 1.6**.**

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – MAINTENANCE SERVICES

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 – REPAIRS AND PARTS

a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.

b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator

manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.

MS 1.5– REMEDY

If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6– END OF SERVICE

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1– SOFTWARE LICENSE

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).

b. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available).

c. Software may contain code to prevent its unlicensed use and/or transfer. If you do not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.

d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SW 1.2– SOFTWARE SUPPORT

Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than five (5) years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees.

a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make

reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.

b. Xerox may make available new releases of the Software that are designated as "**Maintenance Releases**" or "**Updates**." Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.

c. Xerox may annually increase Software license fees and support fees for Application Software.

SW 1.3– DIAGNOSTIC SOFTWARE

Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

SW 1.4 – THIRD PARTY SOFTWARE

Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

ENTER CUSTOMER NAME	*XEROX CORPORATION*
Signature	Signature
Name (please print)	Name
Title	Title
Address	Address
Date	Date

3.1 Company

A. Brief history and description of Supplier.

History: The roots of Xerox Corporation go back over 100 years to our humble beginnings as the Haloid Company, established in 1906. In that time, we pioneered and brought to market many of the technologies and solutions used by office workers every day.

From the first xerographic image made in 1938 to breakthroughs in home and business computing during the 1970's and our influence and leadership in shaping the current Managed Print Services (MPS) offering; to delivering our "game changing"

ConnectKey® Technology, which enables modern workers to leverage Xerox® Multifunction Devices (MFDs) to simplify the way work gets done in the office and on the go.

Xerox Today: With annual revenues of $9.8 billion we are a leading global provider of digital print technology and related solutions; we operate in a core market estimated at approximately $67 billion. Our primary offerings span three main areas: Intelligent Workplace Services (formerly Managed Document Services (MDS)), Workplace Solutions and Production Solutions (formerly Graphic Communications). Our Intelligent Workplace Services offerings help customers, ranging from small businesses to global enterprises, optimize their printing and related document workflow and business processes. Xerox led the establishment of this expanding market and continues as the industry leader. Our Workplace Solutions and Production Solutions offerings support the work processes of our customers by providing them with solutions built upon our broad portfolio of industry-leading printing and workflow offerings. We also have digital solutions and software assets to compete in an approximately $31 billion adjacent Software and Services market. Our main offerings for this market are focused on industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software. Headquartered in Norwalk, Connecticut, with 32,400 employees, Xerox serves customers in approximately 160 countries providing advanced document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses ("SMB"), large enterprises, governments and graphic communications providers, and for our partners who serve them. To learn more, visit us on Xerox.com, Xerox Innovation History and Xerox Today.

Xerox Research and Innovation

We believe that a critical role of our research is to identify new competency areas with attractive addressable markets for the future. Our expertise in technology and printing uniquely positions us to discover those areas and leverage our innovation to move into adjacencies beyond our current core technology. Accordingly, we have prioritized investments in four key areas: Digital Packaging and Print, AI Workflow Assistants for Knowledge Workers, 3D Printing / Digital Manufacturing, and Sensors and Services for the Internet of Things. We also see opportunity in our core coming from our ability to deliver physical devices that connect with the digital world as well as purely digital offerings that improve our customers' outcomes. As a result, we direct our research and development (R&D) investments to areas such as workflow automation, color printing and customized communication, as well as to improving the quality and reducing the environmental impact of digital printing. We invest in bringing new capabilities to the market such as our ConnectKey™ software to enable our devices to integrate into digital workflows, as well as in technologies to improve the security of our devices and offerings. We will continue to invest in innovations to improve the reliability, IQ and cost of our printing devices, as well as in new services and software that improve our customers' ability to manage their document-oriented workflows.

Xerox Values

Keeping connected to our core values helps us to execute our priorities and strategies and fulfil our mission of delivering excellence to our customers, our shareholders and each other. They are a part of our heritage and are a part of our future.

Since our inception, we have operated under the guidance of six core values:

- We succeed through satisfied customers.
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value and empower employees.
- We behave responsibly as a corporate citizen

B. Total number and location of sales persons employed by Supplier.

Xerox has a nationwide sales organization that is aligned to a geographic focus and is primarily aligned on the basis of go-to-market sales channels, which are structured to serve a range of customer for our products and services. We employ 1450 sales resources across the United States, covering virtually every metropolitan area. There are three primary sales channels that cover public sector agencies nationally.

- Xerox Direct Enterprise: Under the leadership of regional Vice Presidents, Xerox has Sales Professionals across the United States that focus on providing Xerox's innovative product and services portfolio to large State Government agencies.
- Xerox Business Solutions (XBS): A wholly owned unit of Xerox Corporation, XBS is comprised of a nationwide network of companies (all wholly owned by Xerox) that provide Xerox Sales and Services throughout the US.
- Authorized Xerox Sales Agencies: Independent Sales Agents that exclusively represent Xerox with access to Xerox products and services for small and medium businesses.

Please refer to **Attachment A** for a complete list of all U.S. Sales offices.

C. Number and location of support centers (if applicable) and location of corporate office.

Support Centers

Customers enjoy unlimited access to the Xerox Welcome Center for technical issues, supplies or billing Inquiries. The Welcome Center provides online support and phone access to our multi-lingual support team. You can contact the Xerox Welcome Center at 1-800-821-2797 (US only). For more assistance, please visit www.support.xerox.com.

Our Customer Business Center is another point of contact for customers to call for technical service/repair, make a payment, self-service options (receive copy of an invoice, account balance, Address change form, contract date, status of supply order), billing, obtaining quotes, etc. Our Customer Care and Support team can be reached at 1-888-771-5225.

Corporate Office

Our registered corporate office address for company headquarters is: Xerox Corporation, 201 Merritt 7, Norwalk, Connecticut 06851.

D. Annual sales for the three previous fiscal years.

- 2017 Annual Gross Sales: $ 9,991 billion
- 2018 Annual Gross Sales: $ 9,662 billion
- 2019 Annual Gross Sales: $ 9,066 billion

E. Submit FEIN and Dunn & Bradstreet report.

FEIN

Xerox FEIN: 16-0468020.

Dunn & Bradstreet Report

Please refer to **Attachment B** for Xerox' s Dun and Bradstreet report. D&B Supplier Qualifier Report-Xerox.

F. Describe any green or environmental initiatives or policies.

The Xerox Business Code of Conduct for Corporate Social Responsibility is Xerox's overarching policy from which policies covering social, environmental and economic dimensions are referenced as shown below. For expansive detail on Xerox CSR, please see https://www.xerox.com/en-us/about/corporate-social-responsibility

Environmental Policies:

- EHS 100 Environment, Health, Safety & Sustainability
- EHS 101: Environment, Health and Safety Policy for Xerox Workplaces,
- EHS 102: Environment, Health & Safety Policy for Products and Materials

Social Policies:

- POL 002: Business Ethics
- OGC 020: Relationships with Government Customers & Officials and Political Contributions
- InfoPriv 001: Personal Information Privacy
- InfoPriv 003: Requirements for Commercial E-mail Messaging
- SEC 003: Physical Security– General Policy
- InfoSec 001: Information Security
- HR 101-1: Outside Business Interests and Conflict of Interest
- HR 107.1: Employee Communications – Open Door/Internal Escalation Process
- HR 201.0: Employment, Placement, & Separations: Non-Discrimination
- HR 201.3: Equal Opportunity, Non- Discrimination, & Harassment
- HR 503: Alcohol and Drug Misuse
- HR 105: Recognition, Recreation and Social Activities
- SEC 009: Violence-Free Environment
- InfoPriv 001: Personal Information Privacy
- POL 007: Human Rights
- HR102: Civic and Political Activities
- HR 103: Solicitation of Employees
- OGC 022: Global Corporate Philanthropy Policy
- OGC 023: Global Volunteer Policy

Economic Policies:

- ACC 208: Code of Conduct Finance Personnel
- ACC 1207: Revenue Recognition
- PUR 001: Purchasing Policy
- SRY 001: Purchasing and Selling Xerox Securities By Employees, Officers and Directors
- OGC 019: Compliance with Antibribery Laws

Please describe Environmental Initiatives:

Our various environmental initiatives extend across our supply chain, product lifecycle and operations and are described at https://www.xerox.com/en-us/about/ehs.

These include:

- Commitment to the Responsible Business Alliance (RBA) Code of Conduct for our Operations and Suppliers. Our suppliers must meet Xerox's strict standards to control the chemical content of our products. Xerox is a member of the **Responsible Business Alliance (RBA)** which has developed a standards-based approach for monitoring suppliers' compliance across several areas of social responsibility, including labor, health, safety and environmental activity.
- Design for Sustainability- A cornerstone of our design is meeting the certification of premier eco labels including EPA Energy Star, Electronic Product Environmental Assessment Tool (EPEAT) and the German Blue Angel. Our Cleantech plank will use Xerox technologies to deliver environmental, social and economic benefits to current industrial processes.
- Corporate-wide science-based energy and GHG goals to reduce energy consumption and GHG emissions by 85 percent by 2030 (from a 2002 baseline).
- Through our partnership with **PrintReleaf**. Xerox customers have the opportunity to contribute to the reforestation of global forests and reduce their overall sustainability footprint. Based on a theme of “You print one, we’ll plant one,” paper usage reporting is used to equate the number of trees that are reforested into geographic areas of need.
- Software products such as DocuShare® and FreeFlow® Digital Workflow Collection help Xerox customers reduce paper consumption by facilitating electronic data management, scan-to-e-mail, print-on-demand and distribute-then-print workflows.
  Office software solutions ›
  Production software solutions ›
- The Xerox **Green World Alliance** collection and reuse / recycling program in partnership with our customers, results in millions of cartridges and toner containers returned for reuse or recycling each year.
- Xerox joined the Sustainable Electronic Recycling International coalition as a founding member of the "R2 Leader Program". **SERI** is a non-profit organization devoted to advancing sustainable electronics reuse and recycling globally. R2 Leaders commit to supporting responsible and sustainable electronics repair and recycling as described in the R2 Standard. Additionally, R2 Leaders, including Xerox are taking leadership roles in projects for responsible reuse and recycling around the globe.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

As a global leader in business process and document management, Xerox recognizes that having a diverse supplier pool is a major competitive advantage and a powerful business tool. Xerox's Supplier Diversity Program's mission is to proactively identify, build relationships with, and purchase goods and services from certified small businesses as well as enterprises owned by minorities, women, veterans, gays and lesbians, and disabled persons that can help Xerox achieve its corporate objectives as suppliers to Xerox. Also, though Xerox's dedicated Divers Alliance Program, we are committed to understanding and supporting our customer's supplier diversity goals and objectives. Specifically, Xerox in connection with the University of California Master Agreement will support OMNIA Members by offering solutions which include certified HUBs or other certified diverse subcontractors as part of our offer where applicable and practical. While Xerox is not a certified diverse company, we believe selecting Xerox would give OMNIA Members the best of both worlds by working with the leading global document management company which is committed to having practical and useful diverse certified subcontractors directly supporting our contract with you.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprise such as minority and women owned, small or disadvantaged, disable veterans, etc.

Xerox is not a certified diverse company; however, we do work with certified diverse companies to provide direct and indirect spend as part of our offer to our customers.

I. Describe how supplier differentiates itself from its competitors.

Today's Xerox is a leader in print technology and intelligent work solutions using the advantages of our people, our approach, and industry leading technology to solidify our stronghold in a number of competitive markets.

Our Approach

- We have deep industry knowledge and take the time to understand our clients' business and how they work, to build and create solutions – to help them achieve their goals.
- We work with clients to innovate, incubate and explore new solutions to critical business challenges.
- Using user centric design, we study how people work in order to make it better.
- We know every workflow is different, so we strive to create solutions that match each need.

Our Market Position

- MPS Market share leader and thought leader according to leading Industry Analyst Firms.
- Xerox is the most decorated and experienced vendor in the Managed Print Services Landscape. All three major industry analysts, (Quocirca, IDC, InfoTrends) have placed Xerox as the top provider in the MPS landscape in their most recent market reports.
- We maintain our No. 1 position in worldwide equipment sales revenue and No. 1 marketshare in production color.
- Managing billions of printed pages per year with unparalleled global delivery.
- Tight integration with technologies used by today's workforce enabling access to cloud-hosted services, exceptional customized experiences, and maximum productivity.

Our People

- We never give up – whether it is providing support to customers, developing a better way to help customers work better, or pushing the limits of technology and software innovation.
- We believe collaboration and teamwork are the only way to achieve success.
- We attract, hire and retain the top talent with the best skills.
- Named one of the World's Most Ethical companies by Ethisphere Magazine, for 12 consecutive years.
- Listed as one of the World's Most Admired Companies by Fortune Magazine.

Our Technology and Innovation

- World-renowned innovation and expertise – including printing, advanced color science, digital and video imaging, workflow automation, connectivity, and analytics.
- We are innovators and inventors and our people have over 10,307 active patents. Xerox is one of the top 20 patent producing companies in the world.
- Over $1 billion is invested in R&D and engineering each year.
- Xerox has been the force behind many major technology breakthroughs – such as the ConnectKey interface and the adaptive color technology – which have transformed how work gets done.

Security Protocols Providing the Upmost Protection for our Customers

- Multifunction devices are sophisticated, multiple sub-system network platforms, and Xerox offers the broadest range of security functionality on the market, including encryption, authentication, authorization per user and auditing.
- ISO 15408 Common Criteria for Information Technology Security Evaluation is the only internationally recognized standard for security certification. Xerox was the first manufacturer to seek and obtain certifications for "complete" MFP devices. Because each element of the multifunction platform is a potential point of entry, meaningful security certification must comprehend all elements, including the operating systems, network interface, disk drive(s), Web server, PDL interpreter(s), MFP user interface, local hardware ports and fax system.
- Users of Xerox® ConnectKey® Technology-enabled 'i-Series' Smart MFPs also now have the option to encrypt PDF files with a password when using the Scan to Email service allowing only authorized users to see documents.
- From the introduction of the first digital products, Xerox has recognized the risk of retained data being inappropriately recovered from non-volatile storage and built features and countermeasures into our devices to help customers safeguard their data.
- Many Xerox® devices include features to protect the printer or MFP from unauthorized remote access, protect the confidentiality of data transmitted to the device via the network, control which devices can access the MFPs and control the ports, protocols and services that can be accessed on the device.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Xerox is a large, global enterprise with thousands of contracts with vendors, customers, business partners and other parties. At any given time, there may be issues that could possibly result in lawsuits or other legal actions. Producing a detail list of such activity would be onerous in the context of responding to this RFQ. However, any material litigation or judgments against Xerox can be found at www//Xerox.com at Investor Relations.

Xerox has not been part of any bankruptcy procedures.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Xerox is a publicly held corporation.

b. is not owned or operated by anyone who has been convicted of a felony; or

Xerox is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Xerox is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier.

Xerox is a large, global enterprise with thousands of contracts with vendors, customers, business partners and other parties. These contracts are amended, renewed, and terminated on a regular basis for a variety of reasons and Xerox does not maintain records regarding the reasons for such routine contract administration matters. However, the termination of any material agreement is disclosed in the periodic reports filed by Xerox with the U.S. Securities and Exchange Commission ("SEC"). These reports are available at www.sec.gov/edgar.shtml.

Xerox has not been disbarred, suspended or otherwise disqualified from doing business with the federal government.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

We provide the industry's broadest portfolio of document technology and software. Through our innovation and market leadership, we have developed a strong industry reputation and recognizable brand with trusted competencies in bridging the physical and digital printing and communications, both in the office and productions markets. Our core capabilities and offerings consist of technologies, solutions and services that simplify workflows, grow revenue and transform the customer experience, as described below.

Xerox Technology and Software – Workplace Solutions

Entry Desktop Monochrome and Color Printers

Entry Desktop Monochrome and Color Printers range from small devices to workgroup printers and MFPs that serve the needs of office workgroups. These products help build a platform to effectively manage document workflow.

Mid Range

Our Mid-Range products offer advanced features with the ability to handle higher print volumes as well as varying paper sizes. Entry and Mid-Range products share common technology, manufacturing and product platforms enabling ease of use and complete office integration.

Software Platform

What makes Xerox Printer/Multifunction Printer (MFP) unique is that they are built on the Xerox ConnectKey Technology platform. This platform enables a Process for Workflow improvement. It operates with an intuitive-like touchscreen user interface. The platform is an open embedded platform that allows the device to be programmed to address specific workflows. This new capability is driven by embedded or server-based software inside the firewall or in the cloud. As such, the smart Printer/MFP incorporates an ecosystem of hardware, software, and services to address public agency's document and information processing requirements.

Managed Print Services

MPS is at the core of what Xerox is today. It is a service that combines traditional document output technology with a services backbone that allows customers to focus on their core competencies while helping clients to cut cost, increase productivity and meet their environmental sustainability goals. As a leader in MPS, Xerox offers a full range of Managed Print Services to embrace all elements of an organization's print infrastructure–from the networked office to the in-house print center to the virtual worker. Founded on rigorous, data-driven Lean Six Sigma-based methodologies, the Xerox Managed Print Services portfolio extends from global enterprises to small and mid-sized businesses.

Xerox has several different approaches to Managed Print Services. All Xerox Managed Print Solutions incorporate an assessment of the current state of the environment and then recommendations for a proposed future state. The assessment typically gathers data on the customer's current fleet which may include current costs, application requirements and other pertinent information to the clients environment as agreed upon. The data gathered from the current state will be used to develop a proposed future state with proposed costs of an MPS solution and any potential cost savings.

The proposed future state typically includes the customer's output fleet of devices under an umbrella management contract which includes break/fix, help desk services, supplies, management reporting, pro-active problem resolution, etc. Xerox also offers additional optional services as outlined within the response.
Xerox Managed Print Services solutions can be contracted for at a fixed price per unit or a per page cost depending upon the size and scope of the engagement. These services are configured based on individual customer requirements, therefore, we do not have list prices for these services. The attached price list provides a not to exceed price for the range of services associated with Managed Print. There are two discreet price lists for two discreet offerings, Xerox Print Services (XPS) and Enterprise Print Services (EPS).

XPS is an entry level Managed Print offering that can utilized to manage an in-place multi-vendor printer environment. It can also be used to managed mixed environments of Xerox MFPs/Xerox printers and non-Xerox printers. XPS would be used where the customer intends to acquire Xerox MFPs from the University of California contract using Region 4 ESC contract pricing and terms and then incorporate the Xerox MFPs into a multi-vendor Managed Print Solution.

EPS is a more advanced Managed Print offering that is designed to support larger enterprise fleets and offers greater flexibility with respect to pricing options and contract terms. EPS also provides additional services offerings related to Managed Print such as onsite DocuCare Associates, Xerox Print Awareness Tool , etc. EPS can be offered on a fixed price basis or a cost per page basis.

In most cases, actual customer prices will be lower than the prices offered on the following XPS and EPS not to exceed price list. The initial assessment is used to develop actual data on current printer models and costs, actual volumes, potential savings and final pricing.

Xerox MPS Solution Deliverables

Outsourcing MPS requires a very specific, complex and customized approach involving people, process and technology tailored to each company and its unique requirements. Consequently, the process does not lend itself to a one-size-fits-all solution. It requires an experienced business partner like Xerox to manage the components in a simplified manner.

The Xerox MPS solution will deliver the following:

- **Assessment:** An MPS print assessment is the first step to help customers gain control, drive down print costs and improve productivity. The Assess and Optimize stage of Xerox® Managed Print Services leverages our award-winning managed print services assessment processes and tools. Xerox® Asset DB and CompleteView™ Pro turn print data into actionable knowledge to control and drive down costs, while reducing your environmental impact. With a complete and secure analysis of print usage and costs, we help customers understand the total cost of ownership and a more efficient print environment. Xerox® CompleteView™ Pro can significantly reduce the time and effort it takes to gain valuable, comprehensive and accurate knowledge about your print environment.
- **Device Maintenance:** Including normal break-fix management services and the parts that are required to maintain devices in accordance with Original Equipment Manufacturer (OEM) specifications. Services include dispatching Xerox and/or third- party vendors, tracking all service calls through call resolution and reporting all associated maintenance services.
- **Asset Management**: Xerox has developed a centralized database of currently installed Xerox output devices to track the physical location and costs associated with each device. The services require an integrated approach focusing on the Client and Xerox working together to maintain the information. With the support of the Client IT, Xerox will implemented technology to monitor the installed Xerox network-attached SNMP-Level 3 devices, and have integrated this monitoring technology with an SQL-based asset management database.
- **Consumables Management:** Xerox and the Client will agree on those processes for end users to order appropriate consumables. With these mutually agreed processes, Xerox will be able to consistently evaluate and provide the appropriate level of quantities of consumables at each of the Client's location to minimize end-user disruption.
- **Help Desk Support:** The client and Xerox will develop workflow processes that allow for help desk services and consumables for all in- scope devices as well as any services agreed upon by both parties. Utilizing the Xerox technology, we will proactively monitor in-scope devices. The Xerox Helpdesk agents will take the necessary action to ensure end-users have access to the full capability of the installed output devices. Those actions include dispatching appropriate break/fix resources to repair hardware, ordering and shipment of consumables and also contacting the Clients Service desk for application or network issues.

  The services above will be documented in a formal Statement of Work (SOW) and will be managed to Service Level Agreements (SLA's) governing all key aspects of the program
- **Xerox Tool Suite**

  The heart of the Xerox MPS solution is the Xerox Tool Suite — a set of Xerox proprietary software tools that provide comprehensive asset management, service support, reporting and problem management tracking services. The Xerox Tool Suite will integrate with Xerox people, process and technology to keep the Client's MFP's and printers running at peak performance, lowering costs as it improves productivity.

  Getting timely and accurate reporting on fleet performance is a critical enabler to ensure that Xerox meets its agreed financial objectives and SLAs. With the Xerox Tool Suite, users can access real-time data to track how well we are responding when devices run out of supplies or machines jam or need service. The Xerox Tool Suite tracks how long the devices are down and when they are restored. When calls come in to the Help Desk, incident records are generated and tracked through resolution.

  The Xerox Tool Suite continuously monitors the fleet and provides device status and device alerts. Xerox often proactively resolves service issues before the client even know there is a problem, allowing employees to focus on business, not on device-related issues.

Additional MPS options include:

Optimization of the Print Environment is an optional component under the Xerox MPS offer. Optimization of the print environment Includes floor analysis to map out current devices and volumes on the floors, identification of any physical departmental constraints, determination of specific application devices as reported by end users and client management, and identification of the specific move/add/change processes currently supported. Through our analysis, we provide the recommended future state optimized floor plans, which reposition devices to support end user requirements and reduce non-required devices from the floors.

On-site Support / DocuCare is an optional component under the Xerox MPS offer.

Xerox on-site support, or DocuCare, serves as the primary contact for equipment support and service. They coordinate Move/Add/Change/Delete process and may compliment the primary web based training for end users.

In addition, the resource serves as the first point of contact for Help Desk issues, provides basic cleaning and replacement of operator accessible parts and consumables, and first level break fix activities. Basic equipment problem diagnosis, IP address support, and the triage focal with Xerox help desk and technical support.

Xerox Services Portal (XSP) is an optional MPS component. The Xerox Services Portal (XSP) provides a customer interface to the Xerox Services information and reporting. It provides a secure website portal enabling customers to request supplies, service or MACD for their devices. XSP also allows end-users to access device training and feature information, find printers, submit meter reads, and deliver feedback on their equipment or MPS experience.

Xerox Consulting Services are optional Xerox MPS components.

Xerox Consulting Services provide two levels of support:

- Sr. Consultant Level - This is to provide senior, strategic and/or management level services associated with delivery of Managed Print Solutions. These include project management, transition management, change management, implementation management and services management.
- Consultant Level - This is to provide first line services including data collection, transition services, asset coordination, and implementation execution.

Xerox Print Security Audit Service (XPSAS) is an optional MPS component. is a comprehensive device security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automated remote configuration to device security. Xerox Print Security Audit Service automates setting device configurations remotely, monitors for compliance and remediates any violators in 3 key areas – firmware upgrades, password management and device settings configuration and management. Automation enables installation and delivery teams to reduce errors, save time and provide higher security levels to clients. Teams can demonstrate alignment to compliance standards using interactive dashboards – a unique advantage that comes only with Xerox.

User Analytics Service is an optional Xerox MPS component.

As Managed Print Services (MPS) environments mature, calculating the return on your investment is more complicated, and analytics become critical. Through analytics, organizations can capture and analyze data from various Print Management Solutions to make key decisions in the MPS environment. Furthermore, as employees continue to drive the usage of smartphones and tablets, user analytics can inform an organization on how to respond to an increasingly digital workforce in your organization. Understanding how users drive document output is the starting point for optimizing and automating the processes behind volumes. Customers uncover specific opportunities to capture savings, improve fleet efficiency and sustainability, tighten information security, increase productivity and drive digital transformation.

A few of the key benefits are the ability to identify areas of MPS competency and opportunities for improvement, obtain a plan and roadmap with Xerox to achieve your goals and gain insight into the value of MPS services available.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Xerox sells our products and services directly to public agencies nationally through our national sales force, our authorized independent agents and our wholly-owned subsidiary, Xerox Business Solutions (XBS), formerly Global Imaging Systems (GIS), an office technology dealer comprised of regional core companies in the U.S. Our products and services can be offered in all 50 States, the District of Columbia as well as Guam, Puerto Rico and the Northern Marina Islands.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering; retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Xerox Corporation utilizes multiple sales channels to market our products and services. This includes Xerox Direct Enterprise sales force, Authorized Xerox Agents and all XBS, a wholly owned subsidiary of Xerox Corporation. All orders and PO's under the UC Procurement Services contract will be processed through the Xerox centralized contracting system no matter which sales channel is making the sale. This ensures both consistency across all sales processes throughout the US and that all orders placed are compliant with the terms and conditions and negotiated pricing agreed to by Xerox and the University of California. As per the University of California's requirements, Xerox will provide quarterly reports including billed revenue.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As an integral part of the Xerox Supply Chain Network, Ryder Solutions is our largest 3rd party logistics partner involved in delivering equipment, parts and supplies. The Ryder relationship with Xerox has evolved over the past few decades in response to a changing transportation environment and Xerox's process requirements. Today, Ryder operates 5 distinct supply chain functions in the process: Several Carrier Logistics Centers, District Parts Center, Truckload (over the road) Transportation, Drayage of ocean containers and management of our LTL network.

The Carrier Logistics Center (CLC) network, made up of 51 locations and 17 different third party carriers (10 continental US and 7 offshore) involves the delivery, installation and removal of more than 100,000 imaging machines per year, where CLC drivers are trained in product installation, testing and removal. Flawless, seamless execution are essential to deliver outstanding service to Xerox customers.

CLC "Final mile" companies potentially involved in this business in addition to Ryder would include Fidelitone, All Points, Apex, Monarch/NET, Nationwide Electronics, Redman Van & Storage, Safeway/Unigroup, Sullivan Moving, WDS as our "onshore" or continental locations, as well as Reliable Transfer and Carlile Transportation in Alaska. We have delivery partners in Hawaii, Guam, Saipan, Puerto and the US Virgin Islands.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Within the America's Equipment Supply Chain, our primary distribution warehouse is in Indianapolis, IN. We have an additional six locations within the US where we hold inventory in our XBS facilities under centralized stock.

Below is a listing of the locations and size of these distribution sites.

Address	Size
3747 Plainfield Road - Suite 198, Indianapolis, IN 46321	770k sf
5700 WARLAND DRIVE, CYPRESS, CA, 90603	29k sf
10 Capitol St, Nashua, NH 03063	20.5k sf
17280 Green MTN Road, Ste. 130, San Antonio, TX 78247	48k sf
3 Territorial Court Bolingbrook, IL 60440	65k sf
10690 John Knight Close Montgomery AL 36117	20k sf

3.3 **Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

As a continued partner of OMNIA Partners, Xerox's objective is to successfully implement the contract to ensure continued contract awareness, adoption and contract revenue growth. To achieve these goals, Xerox has developed a comprehensive 90-day action plan detailing how we will implement the contract upon award.

Within 30 days of award:

- Implement contract in the Xerox contract management system to enable order taking
- Create and distribute Press Release Announcement of Award
- Distribute Executive Sponsored Contract Award Announcement Communique to the Xerox Executive Leadership Teams and their respective sales and sales support resources, to include contract details, pricing and contract resource support
- Meet with OMNIA Partners Marketing team to develop specific co-marketing strategies to support the contract
- Created OMNIA Partners portal on Xerox.com

Within 60 days of award:

- Conduct contract training with all sales to highlight the benefits of our OMNIA Partners partner relationship, the scope of the contract, pricing, marketing strategies and available resources to support day to day sales activities
- Create co-marketing collaterals

Within 90 days of award:

- Assess success of contract launch and make adjustment as needed

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Xerox will work collaboratively with OMNIA Partners to create a press release to trade publications announcing the contract and highlighting the benefits of our continued partnership. We will amplify the great news through posts on Xerox's corporate social channels.

ii. Announcement, Master Agreements details and contact information published on the Supplier's website within first 90 days

Xerox Elite eCommerce Solutions can enable an OMNIA Partners' microsite for the online viewing of Xerox equipment, contract details, Xerox account team contact information and direct links to the OMNIA Partner's website. Xerox Elite eCommerce solutions can typically be launched within 30 days of contract award.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Xerox will work in partnership with OMNIA Partners Marketing team to design and distribute co-branded marketing collateral for distribution to Xerox Sales, OMNIA Partner Region Managers and on-line retrieval.

iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Xerox attends and participates in many national, state and regional conferences throughout the year, such as NIGP, NAEP, CAPPO and more. Exhibit participation is dependent on current national, regional and local marketing funds.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Xerox understands the importance of attending and partnering with OMNIA Partners at the Public Sector NIGP Annual Forum. Xerox historically attends the NIGP Annual Form. Exhibit participation is dependent on current available marketing funds.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Xerox does design and publish national/regional advertisements in trade publications. Participation is dependent upon current marketing funds and priorities.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Xerox will work collaboratively with OMNIA Partners to develop a marketing plan to promote the use of the Master Agreement which may include case studies, co-branded collaterals, campaigns, etc.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Offered as a value added service to our clients, upon contract award, Xerox will provide OMNIA Partners with a dedicated private and custom web portal, branded with the OMNIA Partners standard logo, which will include the following information:

- Original RFP
- Master Agreement and amendments
- Summary of Products and pricing
- Xerox product documentation and marketing materials (specification sheets, brochures, YouTube videos)
- The OMNIA Partners, Public Sector toll-free number and email address
- Link to the OMNIA Partners, Public Sector website
- Xerox account team contact information

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier hold and describe how the Master Agreement will be positioned among other cooperative agreements.

Xerox has hundreds of state and local government contracts within the US which, per state law, allow for cooperative purchasing. Listed below are the actual national cooperative group purchasing contracts that Xerox is currently awarded on. Within an active procurement cycle, we provide the contract based on the needs, requirements and requests of the procurement agency. Within every procurement order, Xerox provides an implementation plan to allow for transparent transition from one contract to another. Cooperative contracts include:

- OMNIA Partners
- GSA Schedule 70
- NASPO ValuePoint
- E&I
- PEPPM
- Sourcewell

D. Acknowledge Supplier agrees to provide its (logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Because of the tremendous value associated with our brand, Xerox provides our company logo after the review of the use of our logo by the Xerox brand team, prior to the release of any marketing communications. Xerox Corporation shall have ten business days to approve such use prior to publication. Any use of OMNIA Partners Public Sector name and logo or any form of publicity, inclusive of press releases will have prior approval from OMNIA Partner.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii Best government pricing

iii No cost to participate

iv Non-exclusive

Xerox acknowledges and agrees.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector

iv. Knowledge of benefits of the use of cooperative contracts

Xerox acknowledges and agrees.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Mark Browning | Vice President

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

mark.browning@xerox.com

Phone: 717-777-6624

ii. Marketing

Staci McKee | Global Integrated Marketing

Government | Healthcare | Education

Staci.mckee@xerox.com

Phone: 303-881-3718

iii. Sales

Rachael Jones Turner | SLED Cooperative Contracts Manager

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

iv. Sales Support

Jennifer Melgar | S&L Cooperative Contract Support Administrator
NAO – SE Xerox Sales Support Center
Jennifer.Melgar@Xerox.com
Phone: 503-685-2239

v. Financial Reporting

Kathlene M. Andris | Rebate Analyst
US Customer Business Operations
Kathlene.Andris@Xerox.com
Phone: 847-928-2543

vi. Accounts Payable

Kevin Rowland | Accounts Payable Manager | Systems Support Manager
CFO Global Operations
Kevin.Rowland@xerox.com
Phone: 585-427-3974

vii. Contracts

Rachael Jones Turner | SLED Cooperative Contracts Manager
Public Sector / Healthcare Center of Excellence
Sales Enablement Americas Operations
Rachael.Jones@Xerox.com
Phone: 310-258-6266

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Go To Market Teams

Xerox is organized from a sales perspective on the basis of "go-to-market" sales channels. These sales channels are structured to serve a range of customers for our products and services.

- **Mike Feldman**, President of the Americas Operations for Xerox Corporation, leads the company's go-to- market teams in the U.S., Canada, Mexico, Central and South America. Our sales go-to-market teams are focused on bringing our full portfolio or product offerings to current and new customers and partners, while maximizing and expanding coverage through direct and indirect channels.
- **Jim Wallace** leads both the U.S. Commercial Named Accounts and the Government, Healthcare & Education (GHE) sales teams.
- **Wilson Vega** leads the U.S. Agents, Xerox authorized independent agents.
- **Joanne Collins Smee**, the Xerox Chief Commercial Officer, is the Interim XBS President leading our wholly owned subsidiary, Xerox Business Services (XBS) - formerly known as Global Imaging Systems), an office technology dealer comprised of regional companies in the U.S.

US Enterprise Organization Chart

March 2020

Jim Wallace
Senior Vice President
US Enterprise

Executive Assistants
Kim Fowler
Sandra Jackson
Cindy Vanisi

Sales Ops Leader
Kristina Freeman

Business Dev Team

Business Development
SVP, Geoff Wahl

Business Dev West
VP, Bryan Edginton

Business Dev East
VP, John Quinn

Existing Account Teams

Central Region
VP, Tim Moore

East Region
VP, Vaughn Wesley

Federal Region
VP, Brian Castle

Mid Atlantic Region
VP, Bill Flom

Mid America Region
VP, Jorge Galindez

South Region
VP, Kelly Grotheer

Southeast Region
VP, Steve Pitts

Tri States Region
VP, Tom Dionian

West Region
VP, Michelle Yoshino

Specialist Teams

CS
VP, Mike Oren

IW$
Dir, Chris DeJarnett

Sales Ops
Michelle Candidori
Julie Rahn

Finance VPs
John Howe
Jamie Playfair

Finance Directors
Mike Comell
Chaley Henderson
Danielle Mc Anemey
Steve Varney
Wolf Von Bistram
Alan Voy

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US Agent Operations Organization Chart

Extended Resources Include:
Senior Managed Print Services Consultants (Jim Joyce's Org.)
Virtual Managed Print Service Specialists (XDS)
Production Specialists (Sean Hickey's Org.)
Contract Administration (Kevin Zielinski's Org.)
Coverage, Scott Kent
Buy/Sell Pricing (Ken Altfather's Org.)
Bill Hassett, Controller
Jim Williams, OGC
John Hassold, Finance
Michael Calomino, HRBP

Wilson Vega
Vice President

Diane Miller, Wilsonville Admin. Assistant

Danielle Fletcher
Office / Production Sales Ops Manager

Maggie Hoo-Kim
Agent Rep Recruiting & Services Support

Catherine Brun
Nat'l Sales Ops Manager

Stephanie Wosmansky, *Admin. Assistant*

Milagros Vergara, *PR BRP & Gov't Affairs*

East Area 1	East Area 2	East Area 3	East Area 4	West Area 1	West Area 2	West Area 3	West Area 4
Richard Kier, CBM	Dale Ventling, CBM	Saul Soto, CBM	Saul Soto, CBM	Mike Haines, CBM	Robert Rodriguez, CBM	Dewon Darden, CBM	Jon Stitt, CBM
Ana Ruiz, IWSC				Carmen Soler, IWSC			
James Morton, Sales Manager, XDS, East Region				**Lewis Simard, Sales Manager, XDS, West Region**			
Deno Kotsabasakis, VCBM	Christine Craft, VCBM	Paul Alleyne, VCBM	Katelin Craig, VCBM	Pam O'Connor, VCBM	Maureen Holditch, covering VCBM	Mary Stevenson, VCBM	Cory Nickerson, covering VCBM
Mandy Morrissey, VIWSC							
Peter Quinn, VPSE	Stephanie Simard, VPSE	Ron Brideau, VPSE	Christian Goldie, VPSE	Jeff Campbell, VPSE	John Currie, VPSE	Christin Grattan, VPSE	Jeff Schell, VPSE
Cory Nickerson, VSAS				Tara Abbott, VSAS			
TBA, VSE				Christine Shannon, VSE			

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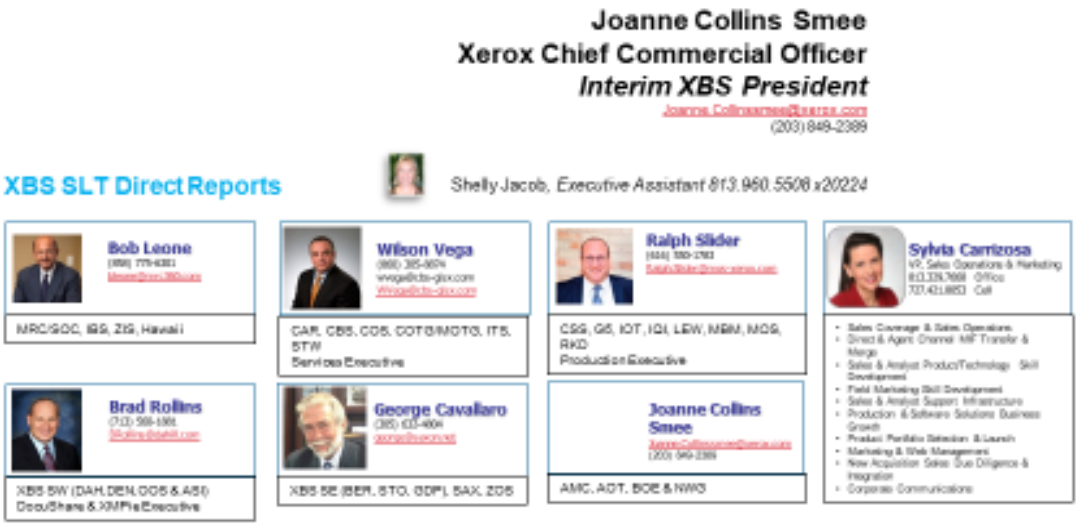

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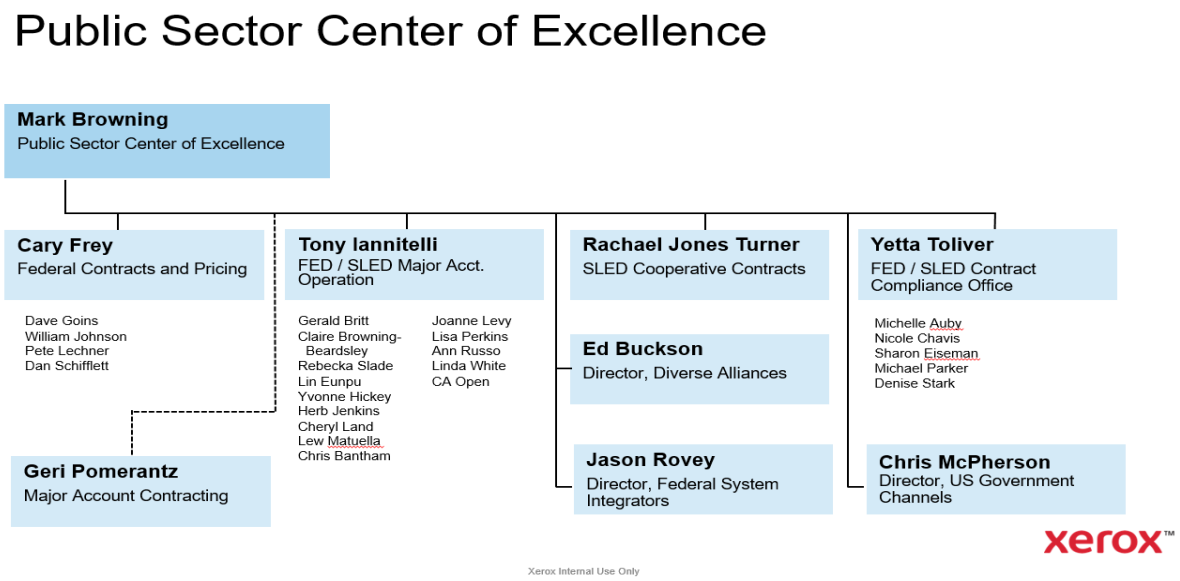
Public Sector / Healthcare Center of Excellence

On January 1, 2014, Xerox established a Public Sector Center of Excellence (COE), led by Mark Browning. The COE is responsible for the successful implementation and results stemming from the implementation of Federal, State & Local, Education and Healthcare contracts. The COE is focused on all aspects of contract support:

- Enabling the contracting for Federal, State, Local, Education and Healthcare contracts.
- Fostering high level executive relationships across the Federal and SLED markets.
- Drive strategic opportunities in both Technology and Managed Print Services to accelerate revenue growth.
- Provide consistent support across all Xerox sales channels.
- Contract Management to provide timely contract reports/fees payment.
- Manage contract compliance issues and audit readiness.



Rachael Jones Turner is the US Director, SLED Cooperative Contract, providing strategic direction and deployment of Cooperative contracts in all Xerox Sales Channels across North America. She provides ongoing support, training and national implementation.

I Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

We have found positive results in taking a collaborative approach with OMNIA Partners to market our contract to public agencies to drive both awareness and adoption. We depend on our partner's willingness and support to help carry our message and promote our technology and we have learned that taking a joint approach for these initiatives often yields higher rates of success in the long-term. We encourage sales integration to strategize on account specific opportunities, bridge relationships between the member and Xerox and support customer eligibility questions. During the training and launch of the contract, Xerox will reinforce the role of the OMNIA Partner's Region Managers and will encourage integration during Xerox sales team meetings and one-on-one interaction for account specific opportunities.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Xerox will continue managing the national program throughout the term of the contract by leveraging our superior national infrastructure solely responsible for all aspects of government contracting. The Xerox Public Sector Center of Excellence (COE) ensures contract education nationally, consistency of pricing and controls, compliance to the terms and conditions of the contract, sales reporting and marketing and sales efforts. Within the COE, we have dedicated resources who are responsible for managing each core competency. Throughout the term of the master agreement, this team will lead the efforts to coordinate all aspects of the management of the contract.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Xerox does not make this information publicly available. A significant portion of our revenues is derived from contracts with U.S. state and local governments and their agencies.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Orders are entered into a centralized ordering system which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt. Generally, any equipment ordered or invoiced can be tracked and any needed reporting can be pulled from a centralized database.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Applicable to all four of these situations, whether a formal solicitation or not, as Xerox is requested to participate in a procurement cycle with an OMNIA Partner member, we will provide unique pricing equal to or below the not to exceed pricing based on bulk buy provisions per the terms and conditions of the University of California Master Agreement. If the individual procuring agency requires us to amend those terms and conditions to meet their specific state laws or requirements, we will provide an addendum in conjunction with the master terms and all revenue will be reported under OMNIA Partners.

Xerox US Enterprise Operations

Xerox Government, Healthcare and Education

Region	VP Sales	Email
Southeast	Steve Pitts	Steve.Pitts@Xerox.com
Mid America	Jorge Galindez	Jorge.Galindez@Xerox.com
Northeast	Chris Goodwin	Chris.Goodwin@Xerox.com
Texas/Oklahoma	Kelly Grotheer	Kelly.Grotheere@Xerox.com
West	Michelle Yoshino	Michelle.Yoshino@Xerox.com

Xerox Authorized Sales Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
ADVANCED XEROGRAPHICS	RAYMOND	BURT	307 S. MAIN STREET	UKIAH	CA	95482
SMART DOCUMENT SOLUTIONS - (LAKE HAVASU)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
COPIERS PLUS INC	KRIS	SMITH	218 NORTH MAIN, SUITE 1	MONTICELLO	IN	47960
NORTHEAST OFFICE EQUIPMENT	JIM	CHIACCHIERO	1520 W. 13TH STREET	ASHTABULA	OH	44004
PENDRED OFFICE MACHINES	MICHAEL	PENDRED	1233 N. MISSION	MT. PLEASANT	MI	48858
DIGITAL DOCUMENT SOLUTIONS	LANNY	LEONARD	324 NO. MCPHERSON CHURCH ROAD - 2ND FL	FAYETTEVILLE	NC	28303
AMERICAN BUSINESS CENTER MPS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	6624-C GORDON ROAD	WILMINGTON	NC	28411
COPIERS ETC.	PEGGY ANN	BRANNON	148 SOUTH DOROUGH ROAD	CORDELE	GA	31015
XDOS, INC.	HAROLD	NIXON	18 EAST LIBERTY STREET	SUMTER	SC	29150
ADVANTAGE BUSINESS PRODUCTS	RANDY	KIDWELL	2064 S. WESTERN AVENUE	SPRINGFIELD	MO	65807
PROFESSIONAL OFFICE PRODUCTS, INC. (II)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
JUSTTECH, LLC (VI)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
QUALITY QUICKLY	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
RYDER BROTHERS STATIONERY	RANDY	DODSON	1735 MAIN STREET	BAKER CITY	OR	97814
BUSINESS EQUIPMENT LLC	MARK	DURBIN	PO BOX 7948	PADUCAH	KY	42003
BUSINESS IMPRESSIONS	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
BUTLER'S OFFICE EQUIPMENT & SUPPLY (EAST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
BENCHMARK BUSINESS SOLUTIONS, INC. (NEW MEXICO)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
XEROGRAPHIC EQUIPMENT SYSTEMS	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BEST OFFICE SOLUTIONS	BOB	VALENTA	PO BOX 849	ATLANTA	TX	75551
COMPUTERS911, LLC (II)	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351
COMPUTERS911, LLC	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351
X WEST INC.	RANDALL	BERNHARDT	12136 W. BAYAUD AVE., STE 125	LAKEWOOD	CO	80228
PROFESSIONAL OFFICE PRODUCTS, INC. (III)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
SOUTH TEXAS SALES	SONNY	HOELSCHER	1901 EAST MAIN STREET	ALICE	TX	78332
ALABAMA OFFICE SUPPLY	HARRIS	ASBURY	PO BOX 467	OPELIKA	AL	36801
COLONY OFFICE PRODUCTS	DAN	WILSON	121 EAST WASHINGTON STREET	DEMOPOLIS	AL	36732
LOW COUNTRY OFFICE SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
SOUTHERN OFFICE EQUIPMENT, LLC	TIMOTH	TODD	PO BOX 636	DAPHNE	AL	36526
NO MISSISSIPPI BUS PRODUCTS	MARK	FOSTER	223 SHARKEY AVE., SUITE 104	CLARKSDALE	MS	38614
MICKEY MAYS OFFICE SOLUTIONS	MICKEY	MAYS	600 MONROVIA DR	RUSTON	LA	71270
PREFERRED OFFICE MACHINES	JOHN	MILAN	215 NORTH MICHIGAN	BIG RAPIDS	MI	49307
DIGITAL OFFICE CENTRE	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
JUSTTECH, LLC (V)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
IMAGE MAKERS INC	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
VALLEY OFFICE PRODUCTS	LARRY	CANTINE	110 SOUTH MAIN STREET	MILBANK	SD	57252
THE BUSINESS CONNECTION	JAMES	PUCHNER	214 MAIN	CHADRON	NE	69337
PROFESSIONAL BUS PRODUCTS	KEN	MCBRIDE	PO BOX 1154	CRAB ORCHARD	WV	25827
ATLAS REPRODUCTION, INC.	MICHAEL	MCKENNA	PO BOX 2901	CASPER	WY	82601
XEROGRAPHIX EAST TEXAS	SCOTT	WALLER	424 NORTH STREET	NACOGDOCHES	TX	75961
SOUTHWEST OFFICE SOLUTIONS, INC. (BELEN)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
SUPERIOR OFFICE PRODUCTS	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
DOCUMENT SOLUTIONS (II)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BUTLER'S OFFICE EQUIPMENT & SUPPLY (NORTH)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
PROFESSIONAL OFFICE PRODUCTS, INC.	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
NORMAN ORR OFFICE SUPPLY, LLC	REID	GRIGSBY	202 WEST MAIN	WEST PLAINS	MO	65775
MERRIFIELD OFFICE SUPPLY, LLC	DARRELL	MERRIFIELD	224 SOUTH MAIN	ELK CITY	OK	73644
OFFICE EQUIPMENT SOURCE, INC. (II)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
JUSTTECH, LLC (III)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
JUSTTECH, LLC (IV)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
WYTHEVILLE OFFICE SUPPLY	KENNETH WAYNE	ROOP	146 WEST MAIN STREET	WYTHEVILLE	VA	24382
COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN LLC II	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
KYLE OFFICE SUPPLY	CHRIS	KYLE	1020 21ST AVENUE	TUSCALOOSA	AL	35401
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (IV)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
HUGHES OFFICE EQUIPMENT, LLC	JOHN	TURZIANO	PO BOX 278	BELLAIRE	OH	43906
SIERRA OFFICE SOLUTIONS	TODD	ALLRED	23811 WASHINGTON AVE STE C110-230	MURIETTA	CA	92562
PRINT 'N COPY CENTER	REECE	KEENER	565 W. SILVER ST.	ELKO	NV	89801
D-TECH NORTH, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
BUDDE'S OFFICE SUPPLY	BERT	BUDDE	3210 FLAGLER AVENUE	KEY WEST	FL	33040
OFFICE AUTOMATION	DANIEL PATRICK	CURRIE	851 NW 250 TERRACE	NEWBERRY	FL	32669
PRECISION OFFICE SYSTEMS	ROBERT	DEMARCO	8817 NW 40th CIRCLE	GAINESVILLE	FL	32653
DOCUMENT SYSTEMS, INC. (II)	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
BUERGER OFFICE SYSTEMS	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701
OFFICE EQUIPMENT SOURCE, INC. (I)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
XEROGRAPHICS OF FLAGSTAFF, INC.	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
ADVANCED DOCUMENT SYSTEMS, INC.	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
DOCUMENT CONSULTING SERVICES	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
LAS AMERICAS OFFICE EQUIPMENT, INC.	FELIX	RIVERA	PO BOX 90	MERCEDITA	PR	00715
EXECUTIVE OFFICE EQUIPMENT	LAURANCE	BONELLI	PO BOX 6217	ST THOMAS	VI	00804
OFFITEK	FELIX	RIVERA	2980 EMILIO FAGOT AVENUE SUITE 2	PONCE	PR	00716
DOCUMENT COMPANY	JORGE	CANALS	AVE. LAUREL #GA11, CALLE 49, SANTA JUANITA	BAYAMON	PR	00956
C & M DOCUMENT COMPANY, INC.	JORGE	CANALS	MSC 848, AVENIDA WINSTON CHURHILL #138	SAN JUAN	PR	00926
COMPLETE DOCUMENT SOLUTIONS LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
JUSTTECH, LLC (VII)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
ANNAPOLIS OFFICE PRODUCTS	JIM	SCHALGE	8258 VETERANS HIGHWAY, SUITE 3A	MILLERSVILLE	MD	21108
MARITIME BUSINESS CONCEPTS	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
AMERICAN BUSINESS CENTER MPS INC. (II)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
OFFICE AUTOMATION (EAST-WEST)	DANIEL PATRICK	CURRIE	PO BOX 9	NEWBERRY	FL	32669
IMAGE SOURCE IV	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
XEROGRAPHIC BUSINESS SYS	LARRY	GLEASON	819 WATER ST, SUITE 110.	KERRVILLE	TX	78028
XMC OF ARKANSAS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
TALLAHASSEE TECHNOLOGY GROUP, INC.	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
KIMBRELL'S DIGITAL SOLUTIONS	SCOTT	KIMBRELL	520 MAIN STREET	NATCHEZ	MS	39120
DOCUMENT SOLUTIONS EAST, INC.	DARRELL	HARRISON	PO BOX 4006	GREENVILLE	NC	27858
THE OFFICE ADVANTAGE	MARK	VAN DEN HOEK	318 N. MAIN	MITCHELL	SD	57301
FLYNN'S INC.	BRIAN	CANTOR	115 W 30th ST., RM 411	NEW YORK	NY	10001
T.E.C DOCUMENT SOLUTIONS	ANTHONY	GARCIA	231 WEST 29TH STREET SUITE 905	NEW YORK	NY	10001
DELMARVA DOCUMENT SOLUTIONS, INC.	JENNIFER	ATCHISON	112 SOUTH BOULEVARD	SALISBURY	MD	21804
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
CSRA DOCUMENT SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
IMAGE SOURCE	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
PROFESSIONAL DOCUMENT SOLUTIONS, INC. (PDS - GJ)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
UTOPIAN IQ SERVICES INC.	SEBASTIAN	MARTINEZ	6095 NW 82 AVE	MIAMI	FL	33166
IMPRESSIONS OF ASPEN, INC.	NANCY	TORINUS	P.O. BOX 295	CARBONDALE	CO	81623
ADVANCED DOCUMENT SOLUTIONS, INC. (II)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
TOTAL DOCUMENT SOLUTIONS, INC.	TIMOTHY	STANLEY	2515 NORTH SHILOH DRIVE	FAYETTEVILLE	AR	72704
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XRX BUSINESS CONSULTANTS	DAVID	CAVAZOS	708 NORTH MCCOLL	MCALLEN	TX	78501
XMC OF MEMPHIS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XCEL OFFICE SOLUTIONS	MICHAEL	REID	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
DIXIE DIGITAL IMAGING, INC.	KELLY	SMITH	1401 COMMERCE COURT	FORT SMITH	AR	72908

Xerox Authorized Sales Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SHAMROCK OFFICE SUPPLY	MIKE	FORMELLER	219 E. VEROT SCHOOL ROAD	LAFAYETTE	LA	70508
DOCUMENT SOLUTIONS OF SPRINGFIELD	GREG	TIGGES	1736 E. SUNSHINE STREET, SUITE 100	SPRINGFIELD	MO	65804
DOCUMENT SOLUTIONS, INC.	ROBERT	BIGHAM JR.	4401 N. MAIN ST., SUITE A	VICTORIA	TX	77904
BENCHMARK BUSINESS SOLUTIONS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
COMPLETE OFFICE SOURCE INC.	GLEN	DUNN	429 CURWOOD DRIVE	OWOSSO	MI	48867
INDIANA BUSINESS SOLUTIONS	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
COPY SOLUTIONS, INC.	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
MORRIS COUNTY STATIONERS	RICHARD	FLETCHER	PO BOX 279	FLANDERS	NJ	07836
BENCHMARK BUSINESS SOLUTIONS, INC.-ABILENE	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
EDGE OFFICE PRODUCTS	LESTER	KILPATRICK	1909 JUDSON RD.	LONGVIEW	TX	75605
DOCUMENT SOLUTIONS	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
COPIER CONNECTION	BONNIE	DOOLEY	10425 WESLEY	GREENVILLE	TX	75402
EXCEL OFFICE SERVICES	BRETT	BUTLER	12031 JEFFERSON BLVD	CULVER CITY	CA	90232
RAY BLOCK STATIONERY	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
XCL BUSINESS PRODUCTS	MICHAEL	DAVID	1767-46 VETERANS MEMORIAL HWY	ISLANDIA	NY	11749
OFFICE EVOLUTIONS, INC.	JOHN	GILLON	1808 WHEELER AVE STE #2	HOUSTON	TX	77004
ALASKA ENTERPRISE SOLUTIONS, INC. (FAIRBANKS)	MICHAEL	FERRIS	557 E FIREWEED LANE SUITE A	ANCHORAGE	AK	99503
HIGH COUNTRY COPIERS, INC.	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
KYLE OFFICE PRODUCTS	TOM	KYLE	418 TARROW	COLLEGE STATION	TX	77840
DOCUMENT SOLUTIONS (V)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
PREMIER OFFICE SYSTEMS	COLIN	MCTERNAN	500 N. RAINBOW BLVD. STE 312	LAS VEGAS	NV	89107
QUALITY BUSINESS	EDGARDO	RODRIGUEZ	1142 FD ROOSEVELT AVENUE	HATO REY	PR	00920
OFFICE EQUIPMENT SOURCE, INC. (VI)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
PROFESSIONAL DOCUMENT SOLUTIONS (PDS)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
IMAGE SOURCE - METRO	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
IMAGE SOURCE - TEMECULA	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
BENCHMARK OFFICE SYSTEMS INC.	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
ADVANCED DOCUMENT SOLUTIONS, INC. (III)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT SOLUTIONS - TENNESSEE	KAREN	MCGINNIS	256 AVIGNON WAY	CLARKSVILLE	TN	37043
CONVERGING TECHNOLOGIES - SANTA ROSA	GENE	IRTENKAUF	4331 FISTOR DR	SANTA ROSA	CA	95409
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
NETWORK ENHANCEMENT SYSTEMS, INC.	EDGAR	SILKEY	10827 EAST MARSHALL STREET	TULSA	OK	74116
COMPLETE DOCUMENT SOLUTIONS	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XCEL OFFICE SOLUTIONS, LLC	MICHAEL	REID	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
Q DOCUMENT SOLUTIONS	JOEL	HACKETT	3030 OLD RANCH PARKWAY, SUITE 190	SEAL BEACH	CA	90740
OFFICE TECH	B.K.	POWELL	3709 SPENARD ROAD SUITE 200	ANCHORAGE	AK	99503
TOTAL OFFICE SOLUTION OF WEST TEXAS	TOMMY	MCCRURY	1601 N. LEE AVENUE	ODESSA	TX	79761
DOCUMENT SYSTEMS	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
GREAT NORTHERN EQUIPMENT	KIM	BROWN	104 NE 3RD STREET, SUITE 200C	GRAND RAPIDS	MN	55744
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
WEST KENTUCKY XEROGRAPHICS LLC	JAMES	DEMA	PO BOX 124	BENTON	KY	42025
SOUTHERN DIGITAL LLC	ALBERT	HENRICKS	330 N JEFFERSON DAVIS PARKWAY	NEW ORLEANS	LA	70119
CONNEX SYSTEMS INC.	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
IMAGE SOURCE (LA)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
PROFESSIONAL DOCUMENT SOLUTIONS, INC. (PDS – GJ II)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
COPY CONNECTION	RAJAT	GANDHI	201 W. HILLSIDE, SUITE 24	LAREDO	TX	78041
ADVANCED XEROGRAPHY	DEREK	BARNES	1823 N. YELLOWOOD	BROKEN ARROW	OK	74012
ADVANCED DIGITAL SOLUTIONS, INC	BILL	NORTHAM	1512 BROADWAY AVENUE	MATTOON	IL	61938
MOUNTAIN WEST OFFICE SOLUTIONS	BRUCE	PORCH	1205-B KENSINGTON AVENUE	MISSOULA	MT	59801
XDOS, INC.	HAROLD	NIXON	20 EAST LIBERTY STREET	SUMTER	SC	29150
DOCUMENT TECHNOLOGIES, INC. (SOUTH SHORE)	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
AMBIZ SOLUTIONS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
SOUTHWEST OFFICE SOLUTIONS, INC. (LOS ALAMOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
WASATCH DOCUMENT SOLUTIONS INC.	CASEY	BECK	373 EDGEHILL DRIVE	PROVIDENCE	UT	84332
OFFICE SYSTEMS OF FAYETTE & GREENE	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701
PDS DENVER TECH CENTER	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
DIGITAL OFFICE SOLUTIONS V	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
MARCOTEK DIGITAL OFFICE SOLUTIONS II	KEITH	NORRIS	100 NORTH PATTERSON STREET	VALDOSTA	GA	31601
OFFICETECH NORTHWEST	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
XEROGRAPHIC EQUIPMENT SYSTEMS - LARAMIE	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
IT BUSINESS SOLUTIONS	ROBERT	HAY	2698 CASSELMAN ROAD	ROCKWOOD	PA	15557
HEARTLAND DIGITAL IMAGING INC.	RYAN	VERCELLINO	6004 WILLOW SPRINGS	MARION	IL	62959
XMC OF LITTLE ROCK, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
OFFICE TECH - WENATCHEE	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
DIGITAL OFFICE SOLUTIONS	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408A ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
POTOMAC BUSINESS SOLUTIONS LLC	KRISTIN	JAQUETTE	13800 COPPERMINE ROAD, STE 273	HERNDON	VA	20171
DIGITAL OFFICE SOLUTIONS II	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
RBI	RICK	BOWLING	1113B N. CASTLE HEIGHTS AVE	LEBANON	TN	37087
XCEL OFFICE SOLUTIONS	MICHAEL	REID	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
QUALITY PRINT SOLUTIONS	GENE	AYALA	220 N. GETTY STREET	UVALDE	TX	78801
IMAGE XCELLENCE, LLC	JENNIFER	CAMBIO	2123 KING STREET	LA CROSSE	WI	54601
CENTRAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
MAINE DOCUMENT SOLUTIONS, LLC	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
OFFICE EQUIPMENT SOURCE, INC. (IV)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
GULF SUPERIOR OFFICE PRODUCTS, INC. – SUPERIOR VI	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
ADVANCED DOCUMENT SOLUTIONS, INC. (IV)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BENCHMARK BUSINESS SOLUTIONS, INC. (AMARILLO II)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DIGITAL OFFICE CENTRE, INC. (II)	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
XMC OF WEST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
NORTH COUNTRY DIGITAL SOLUTIONS	DAN	MCALOON	2 CRESTWOOD DRIVE	ALEXANDRIA BAY	NY	13607
SOLUTIONS FOR DOCUMENTS	MARVIN	HAMONS	3310 WOODVILLE RD, STE. C	NORTHWOOD	OH	43619
EAST-PENN BUSINESS MACHINES, INC.	HEMAN	PATEL	2980 LINDEN STREET	BETHLEHEM	PA	18017
YAKIMA DOCUMENT SOLUTIONS	LEE	HARTUNG	6799 N WENAS RD	SELAH	WA	98942
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2015 BOUNDARY ST, STE 232	BEAUFORT	SC	29902
MORRIS BUSINESS SOLUTIONS, LLC	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
XMC OF NORTH ALABAMA, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
DOCUMENT CONSULTING SERVICES II	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
DIGITAL OFFICE SOLUTIONS, INC.	VIC	KALIA	311 3RD AVE, SE	CEDAR RAPIDS	IA	52401
CAPE COD BUSINESS SOLUTIONS, INC.	KEVIN	DONAHUE	PO BOX 323	SANDWICH	MA	02563
MARITIME BUSINESS CONCEPTS, INC. (II)	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
SUPERIOR OFFICE PRODUCTS II	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
TALLAHASSEE TECHNOLOGY GROUP, INC. (COLUMBUS)	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
BUSINESS IMPRESSIONS OF MICHIGAN	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER RD, UNIT A	CHARLESTON	SC	29414
DIGITAL OFFICE SOLUTIONS IV	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
ASTRATECH, INC.	CHARLLEE	HOLMES	81 EAST GROVE STREET	GALESBURG	IL	61401
BENCHMARK BUSINESS SOLUTIONS, INC. (MARBLE FALLS)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
BENCHMARK BUSINESS SOLUTIONS-WICHITA FALLS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
JUSTTECH, LLC	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646

Xerox Authorized Sales Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
COMPLETE OFFICE SOLUTIONS	JOHN	COOPER	2627 RIDGEWOOD ROAD	JACKSON	MS	39216
ADVANCED DOCUMENT SOLUTIONS, INC.	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
XMC OF MIDDLE TENNESSEE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XMC OF FLORENCE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
COMPLETE DOCUMENT SOLUTIONS - MD LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
SOUTHWEST OFFICE SOLUTIONS, INC. (TAOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
ELITE BUSINESS SYSTEMS, LLC	WILLIAM	ARNETT	P.O. BOX 737	GADSDEN	AL	35901
IMAGE MAKERS INC II	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	454 ANDERSON RD. S, STE 152 BTC 571	ROCK HILL	SC	29730
MORRIS BUSINESS SOLUTIONS LLC (IV)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
SUPERIOR OFFICE PRODUCTS III	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
BENCHMARK BUSINESS SOLUTIONS-EL PASO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
OFFICE EXPERTS, INC	KATHLEEN	SALIMBENE	520 HIGHRIDGE ROAD	LEXINGTON	OH	44904
PREFERRED DOCUMENT SOLUTIONS, LLC	CHRISTOPHER	SPAHN	2395 BRIARGATE BLVD, STE 120	COLORADO SPRINGS	CO	80920
ADVANTAGE BUSINESS SYSTEMS, INC.	MEIR	HOLTZBERG	370 STATE ST., SUITE 2	NORTH HAVEN	CT	06473
MIDWEST DATA SYSTEMS, INC.	KRISTIN	PORTER	10124 HUTTON ROAD	KANSAS CITY	KS	66109
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	1201 MAIN STREET SUITE 1100	COLUMBIA	SC	29201
COPY SOLUTIONS, INC. (WEST)	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
BUTLER'S OFFICE EQUIPMENT & SUPPLY (WEST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
REPRO PRODUCTS MFD, LLC (NORTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (EAST)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (SOUTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
BENCHMARK BUSINESS SOLUTIONS-SAN ANTONIO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
SUPERIOR PRINT SOLUTIONS, INC.	BETHANY	SCHRIEVER	202 1st STREET SE, STE 103	MASON CITY	IA	50401
MORRIS BUSINESS SOLUTIONS, LLC (II)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
JUSTTECH, LLC (II)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
HAMILTON DIGITAL, INC. (CINCINNATI)	FRED	HAMILTON	2165 CENTRAL PARKWAY	CINCINNATI	OH	45219
GEYER'S OFFICE SUPPLY (II)	RON	GEYER	169 W. MAIN STREET	XENIA	OH	45385
IMAGE SOURCE - ORANGE COUNTY	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
OFFICE EQUIPMENT SOURCE, INC. (III)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
QUALITY QUICKLY (II)	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
RAY BLOCK STATIONERY II	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
MCGARITY'S BUSINESS PRODUCTS	SCOTT	MCGARITY	870 GROVE STREET	GAINSVILLE	GA	30501
IMAGE SOURCE - ORANGE COUNTY II	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
DOCUMENT SOLUTIONS (III)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
XMC OF EAST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
SOUTHWEST OFFICE SOLUTIONS, INC. (SANTE FE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
THE RAY-BLOCK STATIONERY CO. INC. (EAST)	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
ALASKA ENTERPRISE SOLUTIONS, INC.	MICHAEL	FERRIS	557 E FIREWEED LN, SUITE A	ANCHORAGE	AK	99503
DOCUMENT SOLUTIONS (IV)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BENCHMARK BUSINESS SOLUTIONS, INC. (AUSTIN)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DMC2, INC.	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
DMC2, INC. (II)	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
SUPERIOR OFFICE PRODUCTS - BEAUMONT	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
D-TECH BUSINESS SOLUTIONS, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
DIGITAL DOCUMENT SOLUTIONS, LLC	BRIDGET	EVANS	901 LAKE ROAD	MOUNTAIN TOP	PA	18707
IMAGE SOURCE (SAN DIEGO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
NAPLES OFFICE SOLUTIONS, LLC	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
ADVANCED OFFICE SOLUTIONS, LLC	JOHN	BARROW	4124 KESTEVEN DRIVE	BIRMINGHAM	AL	35242
AMERICAN BUSINESS CENTER, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
OFFICE EQUIPMENT SOURCE, INC. (V)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
BENCHMARK OFFICE SYSTEMS INC. (WEST)	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
COMPLETE DOCUMENT SOLUTIONS, WC-CT, LLC (I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COASTAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
SOUTHWEST OFFICE SOLUTIONS, INC. (ALBUQUERQUE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
XMC, INC. (SOUTH ARKANSAS)	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
MORRIS BUSINESS SOLUTIONS, LLC (III)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
IMAGE SOURCE (SACRAMENTO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
SMART DOCUMENT SOLUTIONS - (PHOENIX)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
TINLOF TECHNOLOGIES, INC.	FERNANDO	MARTINEZ	21011 JOHNSON STREET SUITE #124	PEMBROKE PINES	FL	33029
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
IMAGE SOURCE (OAKLAND)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
SARASOTA OFF SOL (ORLANDO)	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
IMAGE SOURCE (STOCKTON)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
INNOVATIVE DOC TECH INC	JULIO	DIAZ	2770 AVE HOSTOS, SUITE 303, SVS PLAZA II	MAYAGUEZ	PR	00682
IMAGE SOURCE (WOODLAND HILLS)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
COMPLETE DOCUMENT SOLUTIONS WC-CT LLC II	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN LLC	JOHN	HAND	2209 FOREST HILLS DRIVE	HARRISBURG	PA	17112
INDIANA BUSINESS SOLUTIONS LLC (SOUTH)	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
IMAGE SOURCE (MONT)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
IMAGE SOURCE (FNO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
AMBIZ SOLUTIONS, INC. (EAST)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
IMAGE SOURCE (SAN FRANCISCO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
GULF SUPERIOR OFFICE PRODUCTS, INC.	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
CONNEX SYSTEMS INC. II	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
SHOFNER BUSINESS SOLUTIONS OF EASTERN KY L.L.C.	CHARLES	SHOFNER	200 PORTA VERDE	NICHOLASVILLE	KY	40356
SUPERIOR OFFICE SYSTEMS	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
ADVANCED DOCUMENT SOLUTIONS, INC. (V)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
COMPLETE DOCUMENT SOLUTIONS NORTH, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	SALES MGR/VP
Xerox Business Solutions, Inc.	8701 Florida Mining Blvd	Tampa, FL 33634	www.xeroxbusinesssolutions.com	Sylvia Carrizosa
Amcom Office - AMC	3600 McClaren Woods Drive	Coraopolis, PA 15108	www.teamamcom.com	David Saber
Arizona Office Technologies - AOT	4320 E. Cotton Center Blvd #100	Phoenix, AZ 85040	www.aot-xerox.com	David Hague
Berney Office Solutions - BER	10690 John Knight Close	Montgomery, AL 36117	www.berney.com	David Washington
Berney Office Solutions - BER	780 Lakeside Drive W., Ste B	Mobile, AL 36693	www.berney.com	David Washington
Berney Office Solutions - BER	4970 Corporate Drive, Ste 125H	Huntsville, AL 35805	www.berney.com	David Washington
Stewart of Alabama, Inc. - STO	4000 Colonnade Parkway	Birmingham, AL 35243	www.berney.com	Matt Fulmer
Carr Business Systems - CAR	500 Commack Road, Ste 110	Commack, NY 11725	www.carrxerox.com	Joe Savino
Carr Business Systems - CAR	485 Lexington Ave FL25	New York, NY 10017	www.carrxerox.com	Joe Savino
Connecticut Bus. Systems - CBS	100 Great Meadow Rd	Wethersfield, CT 06109	www.cbs-gisx.com	Steve Velardi
Connecticut Bus. Systems - CBS (Warehouse)	240 Pane Rd	Newington, CT 06111	www.cbs-gisx.com	Steve Velardi
Connecticut Bus. Systems - CBS	134 Capital Drive	West Springfield, MA 01089	www.cbs-gisx.com	Joe Cunningham
Connecticut Bus. Systems - CBS	465 Taylor Street	Springfield, MA 01105	www.cbs-gisx.com	Joe Cunningham
Connecticut Bus. Systems - CBS	931 Jefferson Blvd	Warwick, RI 02886	www.cbs-gisx.com	Joe Cunningham
Integrity One Technologies, Inc.- IOT	2920 Fortune Circle W, Suite C	Indianapolis, IN 46241	www.iot-xerox.com	Steve Shank
Integrity One Technologies, Inc.- IOT	801 N Capitol Avenue	Indianapolis, IN 46204	www.iot-xerox.com	Steve Shank
Integrity One Technologies, Inc.- IOT	2120 High Wickham Place	Louisville, KY 40245	www.iot-xerox.com	Stephanie Maloney
ComDoc, Inc. - COM	8247 Pittsburg Avenue NW	North Canton, OH 44720	www.comdoc.com	Keith Hanawalt
ComDoc, Inc. - COM	9100 South Hills Blvd. (Cleveland)	Broadview Hgts, OH 44147	www.comdoc.com	Tony Rugar
ComDoc, Inc. - COM	9999 Carver Road, Ste 100	Blue Ash, OH 45242	www.comdoc.com	Tim Combs
ComDoc, Inc. - COM	330 West Spring St, Ste 100 & 140	Columbus, OH 43215	www.comdoc.com	David Cathers
ComDoc, Inc. - COM (Warehouse)	711-713 Hadley Drive (WH)	Columbus, OH 43228	www.comdoc.com	David Cathers
ComDoc, Inc. - COM	55 Amherst Villa Rd	Buffalo, NY 14225	www.comdoc.com	Eric Smith
Capital Busines Systems, Inc.- CBU	2708 Commerce Drive, Unit A	Harrisburg, PA 17110	www.capitalbusinessinc.com	David Schlomer
Conway Technolodgy Group LLC - COP	10 Capitol Street	Nashua, NH 03063	www.conwayoffice.com	Carl Tourigny
Conway Tech Group LLC - COP d/b/a Transco	34 Leighton Road	Augusta, ME 04330	www.transcobusiness.com	David Palmer
Conway Tech Group LLC - COP d/b/a BEU	275 Read Street	Portland, ME 04103	www.beu.net	David Palmer
Capitol Office Solutions, LLC - COS	9065 Guilford Road	Columbia, MD 21046	www.cosxs.com	MIF Specialist
Chicago Office Technology Group, Inc. - COTG	3 Territorial Court	Bolingbrook, IL 60440	www.cotg.com	Brian McCullough
Chicago Office Technology Group, Inc. - COTG	1 East Wacker Dr, #1305	Chicago, IL 60601	www.cotg.com	Brian McCullough
Chicago Office Technology Group, Inc. - COTG	Two Pierce Pl, Ste 12th Floor	Itasca, IL 60143	www.cotg.com	Brian McCullough
Carolina Office Systems - CSS	10506 Bryton Corp Center Dr, Ste 400	Huntersville, NC 28078	www.carolinaos.com	Brad Kikendall
Carolina Office Systems - CSS	2265 Clements Ferry Rd, Ste 203	Charleston, SC 29492	www.carolinaos.com	Brad Kikendall
G-Five, Inc. - GFI	297 Garlington Rd, Suite H	Greenville, SC 29615	www.gfive.net	Justin Wagner
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	8200 IH 10 W, Suite 400	San Antonio, TX 78230	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	17280 Green Mtn Road, Ste. 130	San Antonio, TX 78247	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	2100 West Loop South, Ste 1300	Houston, TX 77027 (Galleria)	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	5747 Brittmoore Rd, Suite 100	Houston, TX 77041 (WH)	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	901 S. Mopac Expwy, Ste 595	Austin, TX 78746	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	11831 Miriam, Unit A-9 (Serv Wh)	El Paso, TX 79936		Bonnie Garza
Denitech Corporation - DEN	820 W Sandy Lake Rd, Ste 100	Coppell, TX 75019	www.denitech.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	100 North Mustang Rd. Dock 1	Yukon, OK 73099	www.youronesource.com	Thomas Meagher

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	SALES MGR/VP
Eastern Managed Print Network - ECP	1224 W. Genessee St.	Syracuse, NY 13204	www.easternmpn.com	Steve Wilmarth
Eastern Managed Print Network - ECP	111 Grant Avenue	Endicott, NY 13760	www.easternmpn.com	Steve Wilmarth
Eastern Managed Print Network	8 Access Road	Colonie (Albany), NY 12205	www.easternmpn.com	Steve Wilmarth
Elan Marketing, Inc. d/b/a Elan Office Systems	6760 Surrey Street	Las Vegas, NV 89119	www.elanoffice.com	John Gallegos
Electronic Systems - ESI	369 Edwin Drive (Building 1)	Virginia Beach, VA 23462	www.esi.net	Steve Pitts
Electronic Systems - ESI	365 Edwin Dr (Bldg. 2-not publishd)	Virginia Beach, VA 23462	www.esi.net	Steve Pitts
Electronic Systems - ESI	4417 Expressway Dr	Virginia Beach, VA 23452	www.esi.net	Steve Pitts
Electronic Systems - ESI	3727 Challenger Avenue	Roanoke, VA 24012	www.esi.net	Steve Pitts
Electronic Systems - ESI	10406 Lakeridge Parkwy, Ste 1000	Ashland, VA 23055	www.esi.net	Steve Pitts
TML Enterprises, Inc. - TML	4151 Lafayette Center Dr, Ste 100	Chantilly, VA 20151	www.tml-xerox.com	Steve Pitts
GDP Technologies, Inc. - GDP	1180 Eisenhower Parkway	Macon, GA 31206	www.gadup.com	Keith Harper
GDP Technologies, Inc. - GDP	4350 Rivergreen Parkway, Ste 100	Duluth, GA 30096	www.gadup.com	Keith Harper
imageQuest - IQI	11021 E 26th Street N	Wichita, KS 67226	www.imagequestks.com	Paul Morton
imageQuest - IQI	11106 Strang Line Rd, Bldg K	Lenexa, KS 66213	www.imagequestks.com	Paul Morton
Image Technology Specialists, Inc. - ITS	70 Shawmut Road	Canton, MA 02021	www.its-xrx.com	Randy Baril
Lewan & Associates - LEW	1400 South Colorado Blvd.	Denver, CO 80222	www.lewan.com	Michael Carroll
Lewan & Associates - LEW (Warehouse)	8530 Concord Center Dr, #400	Englewood, CO 80112	www.lewan.com	Michael Carroll
Lewan & Associates - LEW	1551-D Mercantile Avenue NE	Albuquerque, NM 87107	www.lewan.com	Michael Carroll
LRI, LLC	1601 SE Gateway Drive, Ste 130	Grimes, Iowa 50111	www.laserresources.com	Paul Bronke
Merizon Group, Inc - MBM d/b/a Modern Business Machines	620 N. Lynndale Drive	Appleton, WI 54914	www.mbm360.com	Jason Loker
Michigan Office Solutions - MOS	2859 Walkent Drive NW	Grand Rapids, MI 49544	www.mos-xerox.com	Keith Stewart
Michigan Office Solutions - MOS	3101 Technology Blvd, Ste J	Lansing, MI 48910	www.mos-xerox.com	Keith Stewart
Michigan Office Solutions - MOS	40000 Grand River, Ste 500	Novi, MI 48375	www.mos-xerox.com	Walter Reynolds
Minnesota Office Technology Group - MOTG	5600 Rowland Rd, Ste 205	Minnetonka, MN 55343	www.motg-xerox.com	Christopher Reeves
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5657 Copley Dr.	San Diego, CA 92111	www.mrc360.com	Charlie Sinnen
Mr. Copy, Inc. (Warehouse)	5625-5629 Copley Dr	San Diego, CA 92111	www.mrc360.com	Charlie Sinnen
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5050 Hopyard Road, Ste 100	Pleasonton, CA 94588	www.mrc360.com	Charlie Sinnen
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions (Wareh	21343 Cabot Blvd, Bldg A	Hayward, CA 94545	www.mrc360.com	Charlie Sinnen
Rabbit Office Automation (ROA)	904 Weddell Court	Sunnyvale, CA 94089	www.roa-usa.com	Charlie Sinnen
Inland Business Systems, Inc. - IBS	1326 N. Market Blvd,	Sacramento, CA 95834	www.igoinland.com	Bill Mello
Inland Business Systems, Inc. - IBS aka Sierra Office Solutions - SIO	4710 Longley Lane	Reno, NV 89502	www.sierraoffice.com	Bill Mello
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	627 Bitritto Court	Modesto, CA 95351	www.lucassystems.com	Bill Mello
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	2592 Notre Dame Blv	Chico, CA 95928	www.lucassystems.com	Bill Mello
SoCal Office Technologies f/d/b/a MWB Copy Products. - SOC	5700 Warland Drive	Cypress, CA 90630	www.socal-office.com	Stephanie Bannon
Zoom Imaging Solutions - ZIS	4603 W. Jennifer Ave.	Fresno, CA 93722	www.zoomcopiers.com	Charlie Sinnen
Xerox Hawaii - XHI	700 Bishop Street, Ste 1200	Honolulu, HI	www.xerox.com	Ian Yee
MT Business Technologies, Inc. - MTB	1150 National Parkway	Mansfield, OH 44906	www.mtbt.com	Mark Oswald
MT Business Technologies, Inc. - MTB	1205 Corporate Drive	Holland, OH 43528	www.mtbt.com	Mark Oswald
Quality Business Systems - QBS	14432 SE Eastgate Way, Ste 300	Bellevue, WA 98007	www.qbsi-xerox.com	Paul Franetovich
Quality Business Systems - QBS (Warehouse)	7112 S. 212th Street	Kent, WA 98032	www.qbsi-xerox.com	Paul Franetovich
CTX Business Solutions d/b/a Copytronix - CTX	16640 SW 72nd Ave, Bldg 10	Portland, OR 97224	www.ctx-xerox.com	Kyle Marvin
Boise Office Equipment, Inc. - BOE	330 North Ancestor Place	Boise, ID 83704	www.boeweb.com	Rob Davis
R.K. Dixon Company - RDK	5700 Utica Ridge Road	Davenport, IA 52807	www.rkdixon.com	Paul Bronke
R.K. Dixon Company - RDK	8630 North Allen Road	Peoria, IL 61615	www.rkdixon.com	Nick Barnes
Premier Office Equipment, Inc. - POE	1510 East Olive Street	Marshalltown, IA 50158	www.premierofficeequipment.com	Nick Barnes

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	SALES MGR/VP
Saxon Business Systems - SAX	14025 NW 60th Avenue	Miami Lakes, FL 33014	www.saxon.net	Bert LaCalle
Saxon Business Systems - SAX	1395 NW 17th Avenue, #107	Delray Beach, FL 33445	www.saxon.net	Bert LaCalle
Saxon Business Systems - SAX	9150 Phillips Highway, Ste 2	Jacksonville, FL 32256	www.saxon.net	Bert LaCalle
Stewart Business Systems - STW	6000 Irwin Road, Suite A	Mt. Laurel, NJ 08054	www.stewartxerox.com	Kathy DiMaggio
Stewart Business Systems - STW (Warehouse)	3001 Irwin Road, Suite B&C	Mt. Laurel, NJ 08054	www.stewartxerox.com	Kathy DiMaggio
Stewart Business Systems - STW	365 W. Passaic St, Ste 585	Rochelle Park, PA 07662	www.stewartxerox.com	Kathy DiMaggio
Zeno Office Solutions - ZOS	8701 Florida Mining Blvd	Tampa, FL 33634	www.zenosolutions.com	Bill Batrow
Zeno Office Solutions - ZOS	4525 Vineland Road, Ste 203-204	Orlando, FL 32811	www.zenosolutions.com	Bill Batrow

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to ~~immediately~~ terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RJT Initials of Authorized Representative of

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES RM Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES RM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES RM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Xerox Corporation

Address, City, State, and Zip Code: 201 Merritt 7, Norwalk, CT 06851

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Phone Number: 310-258-6266 Fax Number:

Printed Name and Title of Authorized Representative: Rachael Jones Turner, SLED Cooperative Contracts Manager

Email Address: Rachael.Jones@Xerox.com

Signature of Authorized Representative: Rachael Jones Turner Date: 6/2/2020

XEROX CORPORATION

Certificate of Secretary

I, Douglas H. Marshall, Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of an excerpt from a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 7, 2011, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

> RESOLVED: that ... the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to (i) execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity (all of the foregoing collectively referred to as "Agreements") (ii) perform under agreements or cause to be performed, the Company's obligations under all such Agreements; and (iii) from time to time delegate their authority under this resolution to such employees of the Company and subject to such terms, conditions and limitations as they determine to be advisable, the execution and delivery of any such delegation to be conclusive evidence of such determination.

2. Joanne Levy is as of the date hereof Account General Manager, New York City, New Jersey and Pennsylvania, in the Public Sector Center of Excellence, North America Operations, of the Company and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto as of the 20th day of May, 2019.

Douglas H. Marshall
Secretary

[SEAL]

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Xerox Corporation
Street: 201 Merritt 7
City, State, Zip Code: Norwalk, CT 06851

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Douglas H. Marshall, an authorized representative of Xerox Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership. (Note: information is as of December 31, 2019)

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Carl C. Icahn	**c/o Icahn Capital LP 767 Fifth Avenue, Suite 4700 New York, NY 10153**	**10.99%**
The Vanguard Group, Inc.	**100 Vanguard Blvd. Malvern, PA 19355**	**10.32%**

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

May 8, 2020
Date

Secretary
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Xerox Corporation
Street: 201 Merritt 7
City, State, Zip Code: Norwalk, CT 06851

State of New Jersey

County of Middlesex

I, Joanne Levy *Name* *of the* Woodbridge *City*

in the County of Middlesex, *State of* New Jersey
of full age, being duly sworn according to law on my oath depose and say that:

I am the General Manager *Title* *of the firm of* Xerox Corporation *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Xerox Corporation
Company Name

GM State Govt.
Authorized Signature & Title

Subscribed and sworn before me

this 11th day of May, 2020

Terrence Horsley
Notary Public of New Jersey
My commission expires September 2, 2024

TERRENCE HORSLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2229180
MY COMMISSION EXPIRES SEPTEMBER 2, 2024

Requirements for National Cooperative Contract

SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Xerox Corporation
Street: 201 Merritt 7
City, State, Zip Code: Norwalk, CT 06851

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

5/11/2020
Date

Authorized Signature and Title

Requirements for National Cooperative Contract

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Certification 1160

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2019 to 15-MAR-2022

XEROX CORPORATION
10 WOODBRIDGE CENTER DR.
WOODBRIDGE NJ 07095

ELIZABETH MAHER MUOIO
State Treasurer

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Doc #4, continued

OMNIA PARTNERS EXHIBITS

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Xerox Corporation		
Address:	201 Merritt 7		
City:	Norwalk	State: CT	Zip: 0851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	Joanne Levy	General Manager, State of New Jersey

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Requirements for National Cooperative Contract

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Carl C Icahn Home Address: Business Address: C/o Icahn Capital LP 767 5th Ave NY 10153	Name: The Vanguard Group Home Address: 100 Vanguard Bvd. Business Address Malvern, Pa 19355
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of May, 2020

(Notary Public)

My Commission expires: 9/2/2024

(Affiant)

Joanne Levy GM, State NJ

(Print name & title of affiant)

(Corporate Seal)

TERRENCE HORSLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2229180
MY COMMISSION EXPIRES SEPTEMBER 2, 2024

Requirements for National Cooperative Contract

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** Xerox Corporation

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joanne Levy Signature: _____

Title: General Manager, State of New Jersey Date: 5/11/2020

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	XEROX CORPORATION
Trade Name:	
Address:	201 MERRITT 7 NORWALK, CT 06851
Certificate Number:	0061020
Effective Date:	November 07, 1960
Date of Issuance:	July 16, 2018

For Office Use Only:

20180716081443468

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-211

AUTHORIZING PRINT GOODS AND SERVICES WITH CANON THROUGH OMNIA FOR THE INFORMATION TECHNOLOGIES DEPARTMENT (CONTRACT# 2020002755)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Information Technologies Department desires to utilize, through the OMNIA MICPA, public purchasing contract (Contract No. 2020002755) to purchase Print Goods and Services from Canon; and

WHEREAS, the term of OMNIA's Canon contract (No. 2020002755) is renewed through December 15, 2026 with five additional one-year renewals through December 15, 2030; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Information Technologies Department is authorized to enter into a joint purchasing agreement with OMNIA (under Contract No. 2020002755) and Canon for the purchase of

Print Goods and Services through its current term ending December 15, 2026, and further authorizes the Information Technologies Department to exercise the available renewal options for up to five (5) additional one-year periods through December 15, 2030, provided the services continue to meet the operational needs of the County and funding is available; and

BE IT FURTHER RESOLVED the Kane County Information Technologies Department is hereby authorized to purchase Print Goods and Services through OMNIA's Canon Contract No. 2020002755 for a sum not-to-exceed the budgeted total of One Hundred Fifty Thousand Dollars ($150,000) per fiscal year; and

BE IT ALSO FURTHER RESOLVED by the Kane County Board that One Hundred Fifty Thousand Dollars ($150,000) is hereby appropriated from Capital #(500.800.8001.70000) and Various funds to pay for the Information Technologies Department Print Goods and Services procurement from Canon under Contract No. 2020002755.

Line Item: 500.800.801.70000, Various
Line Item Description: Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Print Goods and Services with Canon through OMNIA for the Information Technologies Department (Contract#2020002755)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $150,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Kane County Information Technologies Department to enter into a joint purchasing agreement with OMNIA (under Contract No. 2020002755) and Canon for the purchase of Print Goods and Services through its current term ending December 15, 2026, and further authorizes the Information Technologies Department to exercise the available renewal options for up to five (5) additional one-year periods through December 15, 2030, provided the services continue to meet the operational needs of the County and funding is available for a sum not-to-exceed One Hundred Fifty Thousand Dollars ($150,000) per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-212

AUTHORIZING PURCHASE OF TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES FROM CIVICPLUS LLC FOR THE INFORMATION TECHNOLOGIES DEPARTMENT (CONTRACT# 220105)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 24-245 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with TIPS; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Information Technologies Department desires to utilize, through the TIPS MICPA, public purchasing contract (Contract No. 220105) to purchase Technology Solutions Products and Services therefore from CivicPlus LLC; and

WHEREAS, the term of TIPS CivicPlus LLC contract (No. 220105) is through May 31, 2027; and

WHEREAS, the County has in the past successfully utilized TIPS public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Information Technologies Department is authorized to enter into a joint purchasing agreement with TIPS (under Contract No. 220105) and CivicPlus LLC for the purchase of Technology Solutions Products and Services through its current term ending May 31, 2027;

and

BE IT FURTHER RESOLVED the Kane County Information Technologies Department is hereby authorized to purchase Technology Solutions Products and Services through TIPS CivicPlus LLC Contract No. 220105 for a sum not-to-exceed Sixty-Five Thousand Dollars ($65,000).

BE IT ALSO FURTHER RESOLVED by the Kane County Board that Sixty-Five Thousand Dollars ($65,000) is hereby appropriated from Riverboat Contractual/Consulting Services #390.060.337.50150, Various to pay for the Information Technologies Department Technology Solutions Products and Services procurement from CivicPlus LLC under Contract No. 220105.

Line Item: 390.060.337.50150, Various
Line Item Description: Contractual/Consulting Services, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Purchase of Technology Solutions Products and Services from CivicPlus LLC for the Information Technologies Department (Contract#220105)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $65,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This Resolution authorizes the Kane County Information Technologies Department to enter into a joint purchasing agreement with TIPS (under Contract No. 220105) and CivicPlus LLC for the purchase of Technology Solutions Products and Services through its current term ending May 31, 2027 for a sum not-to-exceed Sixty Five Thousand Dollars ($65,000) per fiscal year, to be paid from the Riverboat fund.

TIPS VENDOR AGREEMENT

Between CivicPlus, LLC **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial "five-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name CivicPlus LLC

Address 302 4th Street Ste 500

City Manhattan State KS Zip 66502

Phone 888.228.2233 Fax 785.587.8951

Email of Authorized Representative avikander@civicplus.com

Name of Authorized Representative Amy Vikander

Title Senior Vice President of Customer Success

Signature of Authorized Representative

Date 02/16/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature

Approved by ESC Region 8

Date 5-23-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

220105 Addendum 1

CivicPlus LLC

CivicPlus, LLC

Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: **IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES (“200105”) OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO *NOT* HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

- **TIPS 190103 Web and Cloud Computing Services**
- **TIPS 181203 Management Software and Services**
- **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

CivicPlus LLC Information

Address: 302 S 4th Street
Suite 500
Manhattan, KS 65202
Phone: (888) 228-2233

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Karpowicz
Signature

Karpowicz@civicplus.com
Email

Submitted at 2/17/2022 9:06:37 AM

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220105 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220105 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services

Product_Suite_Pages_12-2021.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement 220105 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 220105 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks *No response*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form 220105 CONFIDENTIALITY CLAIM FORM Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form CivicPlus W9 - 2022- HQ - Signed.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO

2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) IT services, software-as-a-service and hosting solutions for local government.
6	**Primary Contact Name** Primary Contact Name Kyle Karpowicz
7	**Primary Contact Title** Primary Contact Title Contract Specialist
8	**Primary Contact Email** Primary Contact Email karpowicz@civicplus.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7853234733
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*
11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*

12 **Secondary Contact Name**

Secondary Contact Name

Philip Devine

13 **Secondary Contact Title**

Secondary Contact Title

Associate General Counsel

14 **Secondary Contact Email**

Secondary Contact Email

devine@civicplus.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8882282233

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Lisa Houston

19 **Admin Fee Contact Email**

Admin Fee Contact Email

accounting@civicplus.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7853234718

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Kyle Karpowicz

22 **Purchase Order Contact Email**

Purchase Order Contact Email

karpowicz@civicplus.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7853234733

24 **Company Website**

Company Website (Format - www.company.com)

http://www.civicplus.com

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

302 S. 4th Street STE 500

27 **Primary Address City**

Primary Address City

Manhattan

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Kansas

29 **Primary Address Zip**

Primary Address Zip

66502

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

software, saas, software as a service, website, hosting, agenda management, recreation management, hr management, emergency management

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32	**Yes - No** Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. No
33	**Company Residence (City)** Vendor's principal place of business is in the city of? Manhattan
34	**Company Residence (State)** Vendor's principal place of business is in the state of? Kansas
35	**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION** Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT. CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT. What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract. Must answer with a number between 0% and 100%. 5%

36 **MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 **Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

40 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and ***shall never*** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

41 **Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

42 **Years in Business as Proposing Company**

Years in business as proposing company?

24

43 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

44 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

45 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

46 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

47 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

48	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes

49	**Regulatory Standing** Regulatory Standing explanation of no answer on previous question. *No response*

50	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

51 **Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

52 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

53

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

54

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

55

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

56

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

57

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

58

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

59

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

60

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

61

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

62

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

63

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

64

2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

65

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

66

Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

67	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
68	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.
69	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. NO

70 **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

71 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

☑ Yes, I Agree (Yes)

72 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

73 Remedies Explanation of No Answer

No response

74 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

75 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

76 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

77 Infringement(s) Explanation of No Answer

No response

78 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

79 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

80	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

81

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

82 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

83 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

84 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

86 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

87 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

88 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

89 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

96	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
97	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
98	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
99	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
100	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* Tex. Gov't Code § 809.001(1).

101	**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.
102	**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:** Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.
103	**Acknowledgement** By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions,
Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who have the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
Lebanon, TN	Jon Allison	jon.allison@lebanontn.org	(615) 308-8526
Baldwin City, KS	Laura Hartman	lhartman@baldwincity.org	(785) 594-6427
Richfield, WI	Jennifer Keller	asc@richfieldwi.gov	(262) 628-2260 ext 113
Louisburg, KS	Jean Carder	jcarder@louisburgkansas.gov	(913) 837-5371 x9
Canadian County, OK	Becky Julian	julianb@canadiancounty.org	(405) 295-6200

TIPS RFP # 220105

Required Confidential Information Status Form

CivicPlus LLC

Name of company

Amy Vikander

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

302 4th St Ste 500	Manhattan	KS	66502	888.228.2233
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission**. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Amy Vikander Date: 2022.02.16 10:39:49 -06'00' Date 02/16/2022

CIVICENGAGE®

CivicEngage

Inform Easier. Empower Better. Evolve Faster.

CivicEngage is an easy-to-use suite of citizen engagement tools that enables local governments to communicate with their citizens without the need of technical knowledge or programming skills through its drag-and-drop user interface. CivicEngage websites are 100% responsive and viewable on any size device.

INFORM

Streamline the process so your municipality can easily communicate information to citizens. Quickly deliver time-sensitive news. Document once, share everywhere.

EMPOWER

Utilize easy-to-use tools for your entire staff to contribute to your web presence. Provide easy pointers to contact information and resources. Shorten the line-ups by facilitating more transactions online.

EVOLVE

Future-proof your web presence to meet the emerging needs of their citizens. Invite citizens to go online. Keep your website up-to-date. Leverage advanced features to encourage connections online.

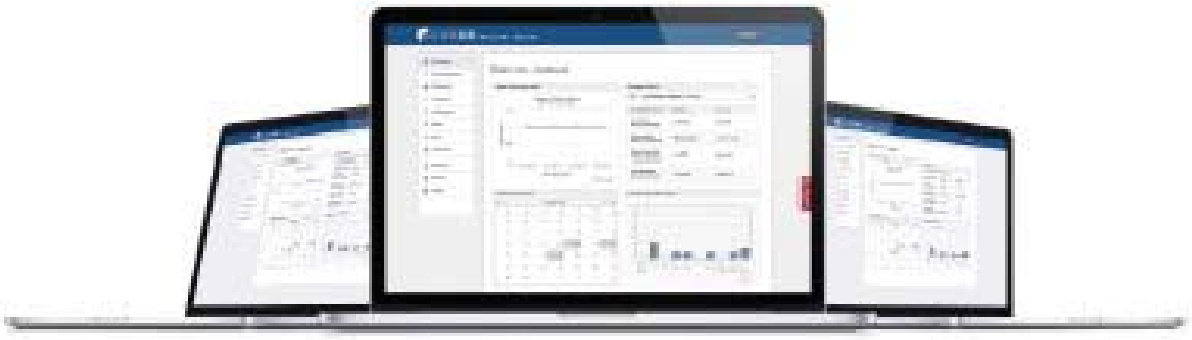
- Accessibility & Compliance – We provide highly compliant websites based on Web Content Accessibility Guidelines (WCAG) 2.0 A and AA, which surpasses Section 508.
- Hosting, Security, and Disaster Recovery – Our certified infrastructure team has the expertise and experience to protect your municipal government website.
- Tools and modules made just for local government: Agenda Center, Alert Center, Calendar, Citizen Request Tracker, Forms Center, Send eCommunication, Custom Mobile App, and more!

CIVICHR®

CivicHR Human Resources Management System

Think of everything you do to recruit and hire a new employee. The paperwork. Multiple job board postings. Spreadsheets. Now, think of an online system that simplifies the HR processes associated with hiring and employee engagement. Automated processes that will:

- Increase the quality and performance of employees
- Reduce administrative costs associated with HR processes
- Ensure the compliance of HR practices



The CivicHR family of solutions include:

- **Applicant Tracking** is a web-based recruiting and hiring platform. All the tools needed to easily manage job descriptions, publish open positions, accept online applications, and screen candidates.
- **Employee Onboarding** is a web-based onboarding platform. All the tools needed to easily create, distribute, and collect necessary employee forms, as well as distribute surveys, setup employee resources, and manage training plans.
- **Performance Management** is a web-based performance evaluation platform. All the tools needed to complete employee performance evaluations, track skill development, provide feedback, and measure staff engagement.

CIVICREC®

CivicRec Recreation Management System

Facilitate Easier. Manage Better. Participate Faster.

CivicRec is a hosted, web-based application specifically designed to meet the needs of recreation and park districts and municipal recreation departments. Our system is a Software as a Service (SaaS) solution that is ready to go off-the-shelf.

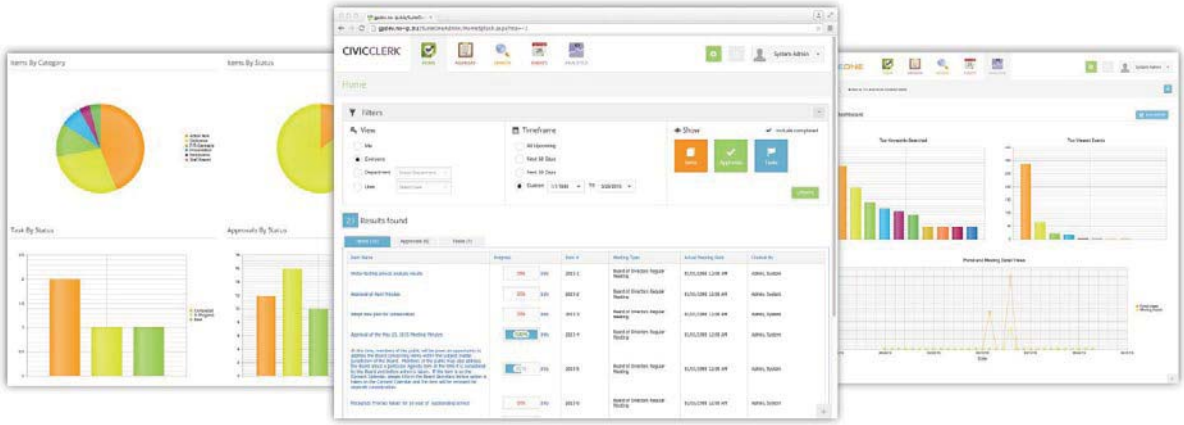
- Activity Registration – Ask prompts at checkout, have waivers confirmed, present forms to your registrants, process credit cards, and more. Makes activity registration easy.
- League Management – Organize and manage leagues year-round. Registrations can be done by team or individuals. Schedule for regular season and tournaments.
- Ticketing – Create, sell, and scan tickets for events.
- Facility Management – Take facility rentals and requests online or in office. Use the simple click and reserve interface to complete your bookings quickly.
- Membership Management – Sell memberships in house or online, print membership cards or use pre-printed dongles, and quickly check people in and out of the facility.
- Point of Sale – An enterprise level system built right in. Process a registration, book a facility, or sell merchandise in the POS screen from anywhere in the system.
- Reporting – Advanced access, control, and customization of reports. Print, export, e-mail, save, and automate from within the system.
- And more!

CIVICCLERK®

CivicClerk Agenda Management System

Effortless Meeting and Agenda Management

A manual, agenda process typically requires significant time and effort, including creating the agenda items, getting items approved, organizing all of the supporting documents, creating the agenda, and building the agenda packet—not to mention, converting files to PDF, publishing to your website, delivering it to the council and board members, etc.



Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk, formerly BoardSync, simplifies the entire meeting process from start to finish while providing staff with a central location for all board and committee meeting documentation with the same simple, consistent process.

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Mass Notification System

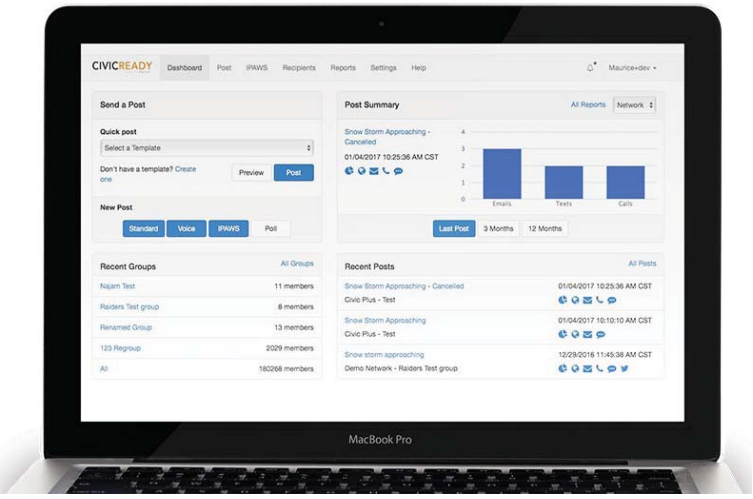
- Easy to use, consistent workflow process for all communications
- Generate a message by text, email, call, or mobile app
- Innovative integrations and features, such as two-way messaging, ESRI mapping, social media, and more
- Reliable, optimized message speeds, security, and uptime

Emergency Notifications

- Geo-targeted notifications via Environmental Systems Research Institute (ESRI)
- One-click quick launch templates
- IPAWS capabilities to send notifications to all cell phones in your area, local TV and radio broadcasts, digital road signs, and various other locations instantaneously

Routine Communication

- Rich text notifications
- One-click messaging interface
- Multimedia supported communications
- Scheduled notifications
- Unlimited notification templates
- Interdepartmental communications
- Scheduled notifications
- Both opt-in/opt-out methods of registration



Optional Tools

- Automated Weather Notifications
- IPAWS Integration
- CivicReady Mobile App
- Interactive Voice Response
- Conference Bridge Calling

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-213

AUTHORIZING A CONTRACT EXTENSION FOR AN ENGINEERING FIRM FOR THE MILL CREEK SSA WITH HAMPTON, LENZINI, AND RENWICK, INC. (RFP# 23-016)

WHEREAS, bids were solicited for Engineering Firm Services for the Mill Creek SSA (RFP# 23-016). A total of four (4) RFPs were received by the deadline and one vendor was selected; and

WHEREAS, the most responsive responsible bidder as per documents and specifications was Hampton, Lenzini and Renwick, Inc. (HLR) of Elgin, IL for a three (3) year term with an option of one (1) two (2) year renewal. This is the first and only two (2) year renewal; and

WHEREAS, this contract will cover the engineering firm services for the Mill Creek SSA for the duration of the two-year extension in an amount of Two Hundred Fifty Thousand Dollars ($250,000) per fiscal year; and

WHEREAS, adequate funds are available in the Mill Creek SSA budget; and

WHEREAS, this contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized and directed to execute a two-year contract extension with Hampton, Lenzini and Renwick, Inc. (HLR), 380 Shepard Drive, Elgin, IL 60123 for the Mill Creek SSA Engineering Firm Services in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000) per fiscal year.

Line Item: 520.690.730.50150/52020,52120, Various
Line Item Description: Contractual/Consulting Services, Repairs and Maintenance- Roads, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for an Engineering Firm for the Mill Creek SSA with Hampton, Lenzini and Renwick, Inc. (RFP#23-016)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $250,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This Resolution authorizes the first and only 2 year contract extension with Hampton, Lenzini and Renwick, Inc. for engineering firm services for the Mill Creek SSA in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000) per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-214

AUTHORIZING THE EXPENDITURE OF FUNDS AND EXECUTION OF DEED OF AGRICULTURAL CONSERVATION EASEMENT FOR PROPERTY LOCATED ON WINTERS ROAD, VIRGIL TOWNSHIP (PROPERTY IDENTIFICATION NUMBERS: 07-22-100-003 AND 07-22-100-007) AND ALL RELATED DOCUMENTS FOR CLOSING AS PART OF THE KANE COUNTY AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND PROTECTION PROGRAM

WHEREAS, Article V of Chapter 11 of the Kane County Code governs the Kane County Agricultural Conservation Easement and Farmland Protection Program, which was originally adopted by Ordinance No. 01-67; and

WHEREAS, section 11-134 of the Kane County Code authorizes the Kane County Board to acquire conservation interests in real property for the purpose of farmland protection; and

WHEREAS, the Kane County Development and Community Services Department recommends that the Kane County Board authorizes the acquisition of a conservation interest for property located on Winters Road, Virgil Township (Property Identification Numbers: 07-22-100-003 and 07-22-100-007) as part of the Kane County Agricultural Conservation Easement and Farmland Protection Program; and

WHEREAS, it is necessary for the Kane County Board to authorize the County Board Chairman and certain staff from the Kane County Development and Community Services Department to execute necessary documents for closing purposes.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the following individuals to execute a deed of agricultural easement with Keifer Brother Farm, LLC for property located on Winters Road, Virgil Township (Property Identification Numbers: 07-22-100-003 and 07-22-100-007) and all related documents for closing, subject to the review and advisement of the Kane County State's Attorney's Office: the Kane County Board Chairman, the Director of the Kane County Development and Community Services Department (Mark VanKerkhoff), the Planning Division Manager of the Kane County Development and Community Services Department (Christopher Toth), and the Planner of the Kane County Development and Community Services Department (Matthew Tansley).

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board authorizes the expenditure of funds for purposes of acquiring a conservation interest for the property located on Winters Road, Virgil Township (Property Identification Numbers: 07-22-100-003 and 07-22-100-007) from Fund 430 - Farmland Protection, in accordance with section 11-134 of the Kane County Code, and subject to availability of funds.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Expenditure of Funds and Execution of Deed of Agricultural Conservation Easement for Property Located on Winters Road, Virgil Township (Property Identification Numbers: 07-22-100-003 and 07-22-100-007) and All Related Documents for Closing as Part of the Kane County Agricultural Conservation Easement and Farmland Protection Program

Committee Flow:
Agriculture Committee, Executive Committee, County Board

Contact:
Chris Toth, 630.232.3491

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? N/A	

Summary:

This resolution provides authorization for Kane County personnel to execute of deed of agricultural conservation easement with Keifer Brothers Farm, LLC for property located on Winters Road in Virgil Township.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-215

AUTHORIZING THE EXPENDITURE OF FUNDS AND EXECUTION OF DEED OF AGRICULTURAL CONSERVATION EASEMENT FOR PROPERTY LOCATED ON LASHER ROAD, KANEVILLE TOWNSHIP (PROPERTY IDENTIFICATION NUMBERS: 10-34-300-008 AND 10-34-400-001) AND ALL RELATED DOCUMENTS FOR CLOSING AS PART OF THE KANE COUNTY AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND PROTECTION PROGRAM

WHEREAS, Article V of Chapter 11 of the Kane County Code governs the Kane County Agricultural Conservation Easement and Farmland Protection Program, which was originally adopted by Ordinance No. 01-67; and

WHEREAS, section 11-134 of the Kane County Code authorizes the Kane County Board to acquire conservation interests in real property for the purpose of farmland protection; and

WHEREAS, the Kane County Development and Community Services Department recommends that the Kane County Board authorizes the acquisition of a conservation interest for property located on Lasher Road, Kaneville Township (Property Identification Numbers: 10-34-300-008 and 10-34-400-001) as part of the Kane County Agricultural Conservation Easement and Farmland Protection Program; and

WHEREAS, it is necessary for the Kane County Board to authorize the County Board Chairman and certain staff from the Kane County Development and Community Services Department to execute necessary documents for closing purposes.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the following individuals to execute a deed of agricultural easement with RUSSELL S. RUH, Successor to HERBERT G. RUH, not individually, but as Trustee of the HERBERT G. RUH DECLARATION OF TRUST DATED August 2, 1994, as amended, and RUSSELL S. RUH, Successor to ALVENA H. RUH, not individually, but as Trustee of the ALVENA H. RUH DECLARATION OF TRUST DATED August 2, 1994, as amended, for property located on Lasher Road, Kaneville Township (Property Identification Numbers: 10-34-300-008 and 10-34-400-001) and all related documents for closing, subject to the review and advisement of the Kane County State's Attorney's Office: the Kane County Board Chairman, the Director of the Kane County Development and Community Services Department (Mark VanKerkhoff), the Planning Division Manager of the Kane County Development and Community Services Department (Christopher Toth), and the Planner of the Kane County Development and Community Services Department (Matthew Tansley).

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board authorizes the expenditure of funds for purposes of acquiring a conservation interest for the property located on Lasher Road, Kaneville Township, Property Identification Numbers: 10-34-300-008 and 10-34-400-001) from Fund 430 - Farmland Protection, in accordance with section 11-134 of the Kane County Code, and subject to availability of funds.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Expenditure of Funds and Execution of Deed of Agricultural Conservation Easement for Property Located on Lasher Road, Kaneville Township (Property Identification Numbers: 10-34-300-008 and 10-34-400-001) and All Related Documents for Closing as Part of the Kane County Agricultural Conservation Easement and Farmland Protection Program

Committee Flow:
Agriculture Committee, Executive Committee, County Board

Contact:
Chris Toth, 630.232.3491

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? N/A	

Summary:

This resolution provides authorization for Kane County personnel to execute of deed of agricultural conservation easement with Russel S. Ruh for property located on Lasher Road in Kaneville Township.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-216

ADOPTING THE KANE COUNTY HOUSING READINESS ACTION PLAN

WHEREAS, Kane County has partnered with the Chicago Metropolitan Agency for Planning ("CMAP") through its Local Technical Assistance program to advance implementation of the ON TO 2040 Plan for the seven-county Chicago region; and

WHEREAS, the Kane County Board has adopted the 2040 Plan as the comprehensive plan for Kane County with the theme of "Healthy People, Healthy Living, Healthy Communities" and is providing staff assistance to municipalities through the Kane County Planning Cooperative as a means of implementing the 2040 Plan; and

WHEREAS, this partnership with CMAP resulted in the development of the Kane County Housing Readiness Action Plan to help communities build capacity to access and administer housing funding, evaluate local land use and zoning, and address barriers to residential development; and

WHEREAS, as part of this effort, a comprehensive housing market analysis was completed to evaluate Kane County's demographic trends, housing stock, costs, and development patterns, and to assess the feasibility and potential benefits of new residential development types across the county; and

WHEREAS, the development of the Kane County Housing Readiness Action Plan included engagement with stakeholders and partners, including input from the City of Elgin, City of Batavia, Village of Pingree Grove, Village of East Dundee, Village of Sugar Grove, City of Aurora, Village of North Aurora, and City of Geneva, as well as a ULI Developer Panel held on April 9, which provided expert insight on the development feasibility and housing strategies; and

WHEREAS, the Kane County Housing Readiness Action Plan includes the Housing Readiness Checklist as a practical tool to guide communities in strengthening policies, processes, and regulations that support housing development.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby adopts the Kane County Housing Readiness Action Plan; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Housing Readiness Checklist contained within the Action Plan shall serve as a voluntary resource to assist communities in evaluating and improving their readiness to support a range of housing types, and that Kane County staff are authorized to distribute the Action Plan, provide general guidance to local governments, community partners, and other stakeholders, and support its ongoing implementation to advance attainable housing opportunities across Kane County.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting the Kane County Housing Readiness Action Plan

Committee Flow:
Development Committee, Executive Committee, County Board

Contact:
Chris Toth, Planning Division Manager
P: 630-232-3491
E: TothChris@KaneCountyIL.gov

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Adopts the Kane County Housing Readiness Action Plan, developed with the Chicago Metropolitan Agency for Planning (CMAP), to support implementation of the County's 2040 Plan and the ON TO 2040 Regional Plan. The Action Plan is informed by a countywide housing market analysis and stakeholder engagement with municipal partners and a ULI Developer Panel, and provides strategies to strengthen local policies, processes, and regulations that support residential development. The Plan includes a Housing Readiness Checklist as a voluntary tool for communities to evaluate and improve readiness for a range of housing types. Adoption authorizes County staff to distribute the plan, provide general guidance, and support its implementation to advance attainable housing opportunities across Kane County.

Kane County Housing Readiness Plan

Development Committee

April 21, 2026

Chicago Metropolitan Agency for Planning

Overview

- Acknowledgments
- Overview of Housing Readiness Plan
- Draft Strategies and Actions
- Housing Readiness Checklist

Acknowledgments

KANE COUNTY, ILLINOIS
ESTABLISHED JANUARY 16, 1836

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Chris Toth, Planning Division Manager
Catherine McKenna, Planner

Chicago Metropolitan Agency for Planning

CMAP Housing Readiness Team

Enrique Castillo, Program Manager
Todd Vanadilok, Project Manager
Makala Morales, Planner
Prithvi Hegde, Planner
Malaika Bergner, Project Intern

ULI Chicago

ULI Chicago Staff

Cindy McSherry, Executive Director
Swasti Shah, Director of Community Engagement

ULI Panelists

Bill Eager, Senior Vice President, Preservation of Affordable Housing
Rob Getz, Vice President, Pulte Homes
Jason Koehn, President, Albion Residential
Chris Naatz, Director, Crown Community Development
Matt Nix, Managing Partner, REVA Development Partners LLC

Overview of Housing Readiness Plan

This project is intended to define specific actions that Kane County, municipalities, and partners can take to advance the housing readiness of local communities.

What is housing readiness?

- Clear and navigable development procedures
- Housing friendly zoning and design standards
- Access to funding and financing resources
- Public/private coordination
- Clear messaging and education on housing
- Coordination of housing near economic opportunities, utilities, and transportation infrastructure

Overview of Housing Readiness Plan

GENERAL PROCESS

- Housing research and analysis
- Community survey
- Engagement with municipal partners
- Draft Housing Readiness Plan
- ULI Developer Panel, Part 1 (January)
- ULI Developer Panel, Part 2 (April)
- Municipal commenting period on draft plan
- Draft plan refinement
- Final plan review and adoption

Draft Strategies and Actions

Strategy 1: Implement a public education and outreach campaign about housing

1

Action 1.1: Develop a housing engagement toolkit

Action 1.2: Create a housing myth vs. fact sheet

Action 1.3: Launch a positive housing campaign

Draft Strategies and Actions

Strategy 2: Reform zoning regulations and design standards

2

Action 2.1: Allow missing middle housing by right in residential, commercial, and mixed use zoning districts

Action 2.2: Allow accessory dwelling units by right in all residential zoning districts

Action 2.3: Create a supportive environment for more starter homes by eliminating zoning barriers

Action 2.4: Update design standards that facilitate a diverse housing stock while preserving neighborhood character

Action 2.5: Create special use zones or overlay districts that support transit-oriented development (TOD) near Metra stations and Pace bus corridors

Action 2.6: Eliminate minimum parking requirements

Draft Strategies and Actions

Strategy 3: Streamline development rules and processes

3

Action 3.1: Create a pre-approved building program

Action 3.2: Modernize and streamline building codes

Action 3.3: Set clear timelines for development plan review

Action 3.4: Develop guides for small-scale multi-family and ADU development

Action 3.5: Allow modular and prefabricated construction

Action 3.6: Allow for flexible infrastructure requirements for small infill projects

Action 3.7: Adjust development fees to support attainable housing development

Draft Strategies and Actions

Strategy 4: Pursue housing funding and financing tools

4

Action 4.1: Convene a housing expo that showcases builders, funding resources, and support services that focus on affordable housing

Action 4.2: Build strong connections with developers, builders, and financing partners

Action 4.3: Support municipalities in building capacity to leverage funding sources

Draft Strategies and Actions

Strategy 5: Coordinate land use, transportation, and economic development decisions

5

Action 5.1: Establish annexation agreements with neighboring communities

Action 5.2: Improve the connectivity between housing and transportation by enhancing access to transit, multimodal connectivity, and roadway infrastructure

Action 5.3: Coordinate shared zoning and overlay districts

Action 5.4: Develop joint housing and land use plans

Action 5.5: Maintain a countywide inventory of opportunity sites for future housing development

Action 5.6: Focus workforce housing in areas with multiple transportation options, including access to transit

Draft Strategies and Actions

Strategy 6: Facilitate public-private, community-based, and multijurisdictional partnerships

6

Action 6.1: Establish a land bank

Action 6.2: Partner with the Metro West Council of Government to establish recurring housing collaboration meetings

Action 6.3: Create a public-private housing trust fund

Action 6.4: Coordinate with local organizations to evaluate and establish community-based housing approaches

Action 6.5: Incorporate housing needs into tourism and economic development initiatives

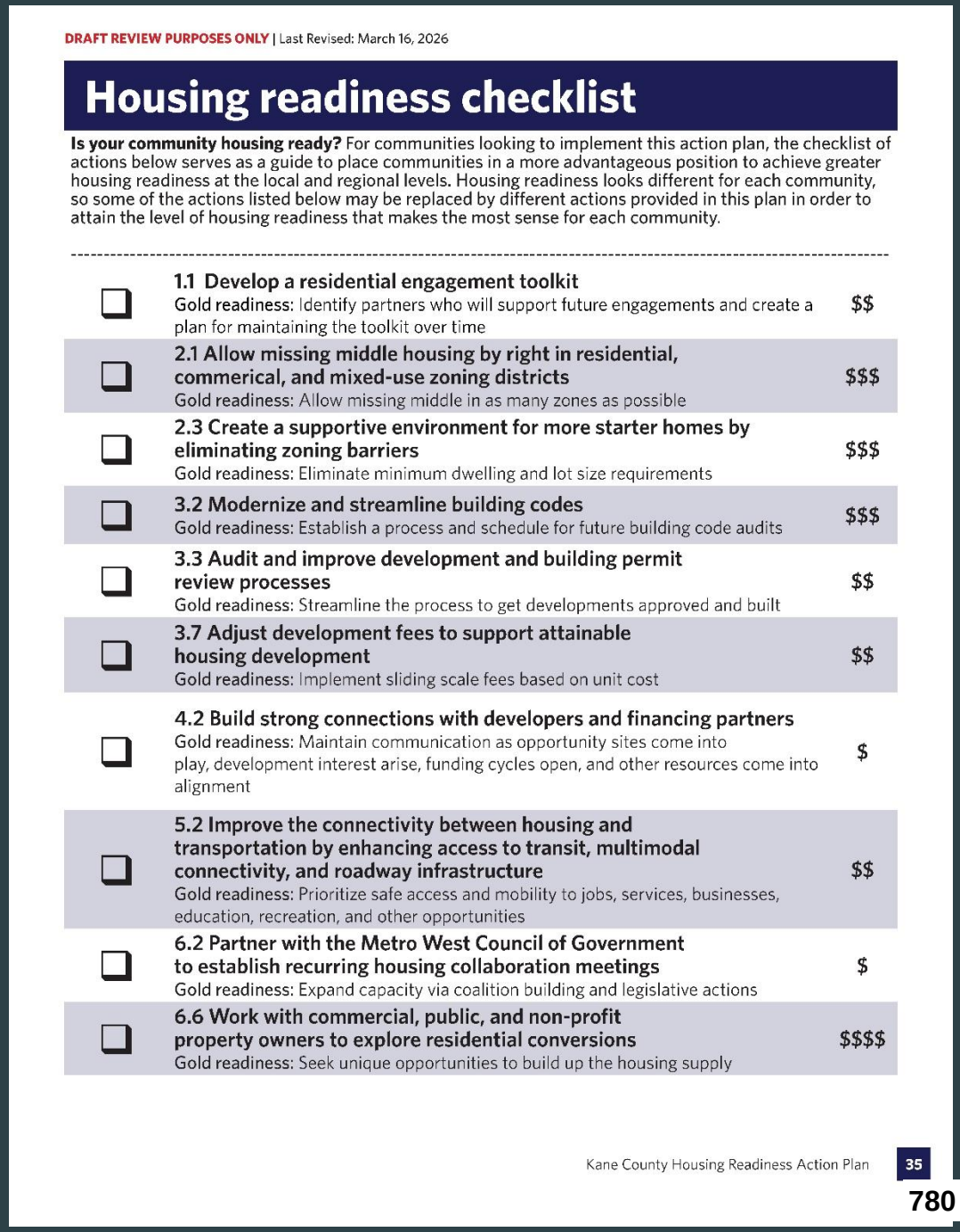
Action 6.6: Work with commercial, public, and non-profit property owners to explore residential conversions

Housing Readiness Checklist

The checklist serves to guide municipalities to put themselves in a more strategic position to achieve greater housing readiness.

Housing readiness looks different for each community, so any of the actions listed in the checklist can be swapped out with other actions from the plan.

Main idea is to customize the checklist that makes the most sense for each community.



DRAFT REVIEW PURPOSES ONLY | Last Revised: March 16, 2026

Housing readiness checklist

Is your community housing ready? For communities looking to implement this action plan, the checklist of actions below serves as a guide to place communities in a more advantageous position to achieve greater housing readiness at the local and regional levels. Housing readiness looks different for each community, so some of the actions listed below may be replaced by different actions provided in this plan in order to attain the level of housing readiness that makes the most sense for each community.

❑	**1.1 Develop a residential engagement toolkit** Gold readiness: Identify partners who will support future engagements and create a plan for maintaining the toolkit over time	$$
❑	**2.1 Allow missing middle housing by right in residential, commerical, and mixed-use zoning districts** Gold readiness: Allow missing middle in as many zones as possible	$$$
❑	**2.3 Create a supportive environment for more starter homes by eliminating zoning barriers** Gold readiness: Eliminate minimum dwelling and lot size requirements	$$$
❑	**3.2 Modernize and streamline building codes** Gold readiness: Establish a process and schedule for future building code audits	$$$
❑	**3.3 Audit and improve development and building permit review processes** Gold readiness: Streamline the process to get developments approved and built	$$
❑	**3.7 Adjust development fees to support attainable housing development** Gold readiness: Implement sliding scale fees based on unit cost	$$
❑	**4.2 Build strong connections with developers and financing partners** Gold readiness: Maintain communication as opportunity sites come into play, development interest arise, funding cycles open, and other resources come into alignment	$
❑	**5.2 Improve the connectivity between housing and transportation by enhancing access to transit, multimodal connectivity, and roadway infrastructure** Gold readiness: Prioritize safe access and mobility to jobs, services, businesses, education, recreation, and other opportunities	$$
❑	**6.2 Partner with the Metro West Council of Government to establish recurring housing collaboration meetings** Gold readiness: Expand capacity via coalition building and legislative actions	$
❑	**6.6 Work with commercial, public, and non-profit property owners to explore residential conversions** Gold readiness: Seek unique opportunities to build up the housing supply	$$$$

Questions

Thank you to Kane County for your partnership and guidance on this housing initiative.

CONTACT

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KANE COUNTY

HOUSING *READINESS*

ACTION PLAN

DRAFT REVIEW PURPOSES ONLY

Last Revised: April 14, 2026

ACKNOWLEDGEMENTS

Steering committee

The Kane County Housing Readiness project selected a steering committee with representatives who are involved in addressing housing issues, along with related transportation and economic development impacts, in Kane County. The steering committee was instrumental in guiding the planning process and will continue engaging local stakeholders to support the plan.

- Mark VanKerkhoff, Kane County
- Chris Toth, Kane County
- Matthew Tansley, Kane County
- Michael Isaacson, Kane County
- Catherine McKenna, Kane County

Special thanks

Thank you to all who provided input in the development of this plan.

- Corinne Pierog, Kane County Board Madam Chair
- Kane County Board
- City of Elgin
- City of Batavia
- Village of Pingree Grove
- Village of East Dundee
- Village of Sugar Grove
- City of Aurora
- Village of North Aurora
- City of Geneva

CMAP staff and project team

- Mark VanKerkhoff, Kane County
- Chris Toth, Kane County
- Catherine McKenna, Kane County
- Enrique Castillo, CMAP
- Todd Vanadilok, Egret & Ox Planning
- Makala Morales, CMAP
- Prithvi Hegde, CMAP
- Seth Thomas, CMAP
- Malaika Bergner, CMAP

ACKNOWLEDGEMENTS

Urban Land Institute (ULI) Chicago partnership

This project partnered with ULI Chicago to understand development practitioners' perspectives on housing opportunities and challenges, to ensure potential actions were rooted in market realities, and to foster meaningful dialogue across industries. The project team would like to thank all who engaged in the ULI Chicago partnership. A full summary of this partnership can be found in the appendix.

- Bill Eager, POAH
- Rob Getz, Pulte Homes
- Jason Koehn, Albion Residential
- Cindy McSherry, ULI Chicago
- Chris Naatz, Crown Community Development
- Matt Nix, REVA Development Partners LLC
- Swasti Shah, ULI Chicago

Funding acknowledgment

This project was supported through the Chicago Metropolitan Agency for Planning's (CMAP) Technical Assistance program. The program is funded by the Federal Highway Administration, Federal Transit Administration, U.S. Department of Housing and Urban Development, Illinois Department of Transportation, and the Chicago Community Trust. CMAP thanks these funders for supporting this project.

Other notes

Unless otherwise specified, CMAP staff created all photos, maps, and illustrations that appear in this report.

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HOUSING READINESS OVERVIEW

CMAP and Kane County are partners in promoting housing readiness. This partnership tackles regulatory barriers — such as zoning, entitlement processes, and building codes and inspections — to clear the way for housing that meets the needs of residents through all stages of life and household budgets. Through this planning process, CMAP collaborates with local leaders to identify barriers to housing development and recommend actions to remove those barriers. Increasing housing development is crucial to addressing the county's housing shortage and ensuring housing for all.

What does it mean for a place to be housing ready?

- Development procedures are clear and navigable
- Funding and financing are available to make deals work
- Public and private sector stakeholders work effectively together
- The community is informed and engaged about housing needs
- Zoning regulations and design standards allow many types of housing, especially near economic opportunities and transportation infrastructure

A housing ready place is free from unnecessary barriers to development. Housing readiness clears the way to supply all types of housing residents need.

What are common barriers to housing development?

- Difficult or costly to navigate development procedures
- High costs for land acquisition, materials, and construction
- Lack of capital and over-subscribed funding sources
- Overly burdensome restrictions on what can be built and where
- Opposition to new housing

About the housing readiness process

The process began with a countywide housing market analysis completed in March 2025. The market analysis offers insights into housing needs, opportunities, and challenges in Kane County. Findings from the data-driven market analysis are combined with insights from stakeholders across the county to understand the current housing supply, evaluate opportunities to expand the housing stock, and identify barriers preventing more housing from being built.

This housing readiness action plan identifies strategies to promote housing readiness, specific actions to advance those strategies, as well as resources and information to support implementation.

This document also includes a housing readiness checklist which prioritizes actions for implementation. Communities that take all the actions on the checklist are considered housing ready.

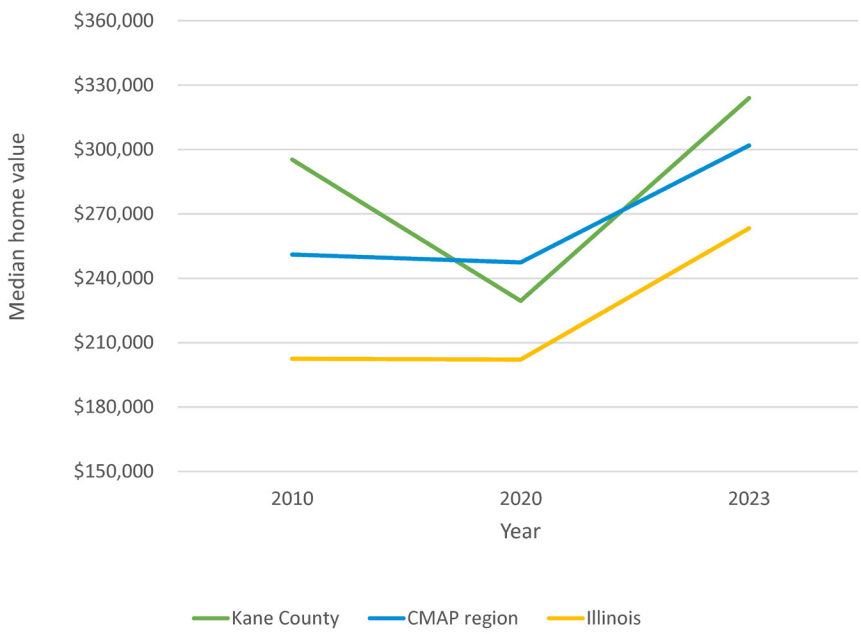
Housing market analysis key findings

Kane County faces challenges with the variety of land uses and development patterns that characterize the region, including a majority of the land use within the county devoted to agricultural uses. The county is limited in the diversity of its housing stock, with 69 percent being single-family homes. Additional key findings are summarized below. A detailed market analysis is provided in the appendix.

More key findings

- 75 percent of homes in Kane County are owner-occupied and 25 percent are renter-occupied
- Kane County's housing stock grew 6 percent in the past six years, while vacancies fell to 3.5 percent, signaling higher demand
- Permits for single-family buildings have rebounded after a major drop in 2007, then leveled out from 2012 to 2018 before experiencing a gradual increase since then
- The median home value rose 30 percent in the past 4 years and is now higher than the region's average (see Figure 1)
- Median rent increased 15 percent from 2020 to 2023. The biggest growth was in units renting for more than $1,500

Figure 1: Median home value



Source: American Community Survey, 2010-2023

The county's population is projected to grow over the next 25 years and will need new homes to keep pace with demand (see Figure 2). These projections represent just one potential future, the actual population growth will depend on many variables, including rates of housing production.

Figure 2: Households and population projections for Kane County

2024	2040	2050
520,197 households	17.5% population increase expected	22.8% population increase expected
196,695 units	33,897 new units needed	46,099 new units needed

Source: CMAP Population Forecast, 2025

Beyond the overall housing shortage, demand for housing options for residents over 55 is already high and expected to grow, with nearly half of the county's population in this age group

Housing goals

Throughout the years Kane County has made housing a priority as costs have risen. Kane County's 2040 Plan and the Economic Development Strategic Plan both emphasize the importance of aligning housing with changing demographics, infrastructure capacity, and economic activity. Together, the plans call for a more balanced mix of housing types and affordability to support residents and the county's workforce.

Both plans prioritize expanding housing in areas with existing or planned infrastructure, particularly through infill and redevelopment that supports compact, mixed-use, and walkable development. Reducing regulatory barriers that limit housing diversity or increase costs is also a shared objective. The Economic Development Strategic Plan highlights how limited housing options near job centers contribute to jobs, housing mismatch, and longer commutes, with many Kane County residents working outside the county. Addressing housing affordability and diversity is therefore seen as critical not only to community livability, but also to economic competitiveness and workforce retention.

To better understand local perspectives, CMAP held discussions with municipalities throughout Kane County about their housing goals, priorities, and opportunities. The county is home to a broad range of communities that each had differing local priorities, reflecting each municipality's unique challenges and opportunities.

Housing readiness strategies

The Kane County Housing Readiness Action Plan details the following six housing readiness strategies to build a more cohesive perspective on housing, remove barriers to development, connect communities to resources, and encourage more partnerships and advocacy:

1. **Implement a public education and outreach campaign about housing**
2. **Reform zoning regulations and design standards**
3. **Streamline development rules and processes**
4. **Pursue housing funding and financing tools**
5. **Coordinate land use, transportation, and economic development decisions**
6. **Facilitate public-private, community-based, and multijurisdictional partnerships**

Each housing readiness strategy is supported by a set of actions that are intended to advance the strategy and achieve overall housing goals. Each action includes a brief description, identification of potential implementation partners, and an estimate of resources required to carry out the action. Resource estimates are provided in four categories:

Category	Description
$	The action can be completed with resources that implementers are likely to have readily available.
$$	The action will require implementers to obtain additional resources that are likely to be available but require additional steps to obtain (e.g., requesting a new expenditure from an existing pool of funds).
$$$	The action will require resources beyond what is already likely to be available. Implementers will likely need to seek out new funding sources, and implementation is expected to take at least one year.
$$$$	The action will require significant resources beyond what is currently available. Implementers will need to seek out new funding sources that can be replenished over time to sustain the action, and implementation is expected to take multiple years.

Updated codes and ordinances: common thread of housing actions

Several of the actions supporting the six housing readiness strategies relate to updating county and municipal codes and ordinances, which primarily include building codes, zoning ordinances, and subdivision ordinances. This emphasizes how codes and ordinances can often be a barrier to building more housing and advancing attainable housing goals.

Actions relating to updating codes and ordinances include:

	Actions
Strategy 2	2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7
Strategy 3	3.2, 3.3, 3.5, 3.6, 3.7
Strategy 5	5.2, 5.3

While these actions relating to updating codes and ordinances are described as separate actions, they should be pursued as part of a larger coordinated effort as best as possible to ensure the updated codes and ordinances are consistent with each other to advance local and regional attainable housing goals.

Kane County can assist municipalities with advancing housing goals by auditing and updating local codes and ordinances, which can be a time-consuming and technical effort. In particular, Kane County can coordinate with municipal staff and elected officials to ensure their local codes and ordinances align with the strategies and actions outlined in this Housing Readiness Plan.

HOUSING READINESS STRATEGY 1:

IMPLEMENT A PUBLIC EDUCATION AND OUTREACH CAMPAIGN ABOUT HOUSING

Why conduct public education and outreach about housing?

Housing is one of the more polarizing issues that communities need to address. However, they often face misconceptions of and varying perspectives on all aspects of housing, including its importance to community growth, different housing types, and impacts on schools, parks, jobs, local businesses, traffic, etc. Effective communication and community engagement are critical to clarifying misconceptions and building support for new housing. Engaging residents early and building transparency helps to address concerns, clarify the benefits of diverse housing types, and foster trust between local governments, developers and home builders, and the communities they serve. By involving community members in the planning process, municipalities and the county can implement housing actions that reflect community priorities, reduce opposition, and increase the likelihood of housing being built.

Current public education and outreach about housing

Communication and engagement regarding development of any kind tends to be reactive. Points of engagement like public hearings often focus on specific housing proposals that are up for review and public comment. While housing information and resources on county and municipal websites are helpful, community members need to know where to find them to use them. There is an opportunity for Kane County and its municipalities to be more proactive in engaging with community members about housing in a more strategic manner using cohesive, effective messaging. Public education and outreach can also take a collective approach with private sector and non-profit partners. For example, major employers and local business owners who support more housing may become strong allies, particularly through the advocacy of local housing options for their workers. Non-profits can also be reliable allies, particularly organizations that provide social services, housing assistance, and other wraparound services that boost the quality of life for local residents. Leveraging these strategic partnerships will be essential to promoting a positive narrative about housing and demonstrating to residents why more housing is needed.

Housing readiness actions

Action 1.1 Develop a residential engagement toolkit

Fostering community understanding, building trust, and educating the community on housing are essential to advance attainable housing in communities. One approach that the county can take is to provide municipalities and neighborhood groups with a toolkit in a "meeting-in-a-box" format that provides all the materials and guidance needed to facilitate conversations with residents and other local stakeholders about housing. The toolkit could include sample messaging, presentation materials, discussion prompts, and strategies for answering common questions and addressing specific concerns.

With an established toolkit that can be shared across Kane County, this helps the county and local governments communicate effectively and consistently with their communities. These toolkits can also add to existing resources that some municipalities may already utilize to engage their residents about housing.

Together, the resources highlighted on the right provide strong models for developing a tailored residential engagement toolkit for Kane County municipalities and neighborhood groups.

Implementer(s): County, municipal governments, local business and community-based partners
Resources: $$

RESOURCES

Several national organizations offer effective tools for engaging residents around housing, including communities expressing NIMBY concerns. HousingForward Virginia and the Massachusetts Housing Partnership provide practical training and toolkits for reframing messages and improving engagement. The FrameWorks Institute and Enterprise Community Partners offer research-based communication guidance to support local housing efforts.

Additional resources include HUD's NIMBY Risk Assessment and Decision Tree Tool and the Non-Profit Housing Association of Northern California's comprehensive engagement toolkit. The National Association of Home Builders also offers a brief, accessible video explaining NIMBYism that could be adapted for Kane County.

Action 1.2 Create housing fact sheets

Clear, fact-based information can help dispel misconceptions that slow or stop housing development. Developing one or more fact sheets provides the community with a clear, accessible resource to understand housing concepts and answer common questions that often lead to misconceptions about housing, including impacts on traffic, schools, property taxes, and neighborhood character.

In addition, data on housing trends like housing prices, rents, cost burden, and available housing stock can put housing into perspective and make it more relatable to people's daily lives. Fact sheets can help community members make informed decisions and reduce resistance to new housing development. Examples of current developments, including photos and testimonials, can help demonstrate how housing projects are already being incorporated into the community successfully.

Implementer(s): County staff, municipal governments, consultant partner, and community-based partners
Resources: $

RESOURCES

California YIMBY created a housing policy myths vs. facts sheet to help the community better understand common housing misconceptions.

CASE STUDY

Geneva, IL launched a City of Geneva Development Projects landing page on their municipal website which details up-to-date information about all proposed projects within the city. The webpage features an interactive map that locates these development projects, as well as clickable profiles for each project. The profiles provide applicant names, project addresses, detailed request information, and project status. There are also options for website visitors to sign up for email notifications and attend public hearings. This tool provides updated and easily accessible information to community members through a digital platform, providing the means to dispel misconceptions and ease resident concerns.

Action 1.3 Launch an educational housing campaign

Public perception plays a powerful role in shaping support for attainable housing development. Positive messaging can go a long way to alter the way people perceive housing and turn doubt into support. One effective way this can be done at a regional scale is for the county to engage a communications consultant to design a countywide campaign highlighting the benefits of diverse and attainable housing.

The campaign could focus on messaging that housing growth supports the entire community, using data, personalized stories, and visuals to build awareness and foster broad public support. A positive housing campaign serves as another opportunity for partnerships, including the business community and local real estate professionals who can advocate from a wide range of perspectives about the value of new housing to serve workers and provide options for different life stages and needs. Partnering with private sector partners may also unlock opportunities for sponsorships or grants that can offset campaign costs

Implementer(s): Municipal staff, county staff, and consultant partner
Resources: $$$

CASE STUDY

Housing Illinois, a coalition of 40 northeastern Illinois organizations, launched a positive housing campaign in the early 2000s that featured radio and television advertisements, posters, and brochures. Comprised of housing advocates, planners, faith-based groups, foundations, developers, public agencies, and financial institutions, this campaign used various engagement tools to raise awareness and increase public acceptance of affordable housing.

HOUSING READINESS STRATEGY 2:

UPDATE ZONING REGULATIONS AND DESIGN STANDARDS

Why update zoning and design standards?

Zoning codes outline the land development standards that regulate how land can be used. Design standards support zoning regulations by providing guidance on the look and feel of development, which is critical to ensure different development types fit into existing neighborhoods and districts. Updating zoning regulations and design standards enables a wider range of housing options, while aligning development with existing infrastructure and respecting existing character of neighborhoods and districts. Expanding the range of housing options would better serve residents at different life stages and income levels. For example, seniors looking to downsize and young adults entering the housing market often face limited choices in their price range. Same goes for teachers, nurses, fire and safety, and other essential workers who face similar limitations when trying to find homes near their workplaces. Updated zoning regulations and design standards can help communities meet demand for more housing options, while preserving community character.

Current zoning and design standards

Residential zoning in Kane County largely prioritizes single-family detached homes, which is reflected in the predominance of this housing type in neighborhoods across the county. About 17 percent of land within Kane County is devoted to single-family residential uses, whereas multifamily residential encompasses only 0.5 percent of land and mixed-use residential or commercial development accounts for less than 0.1 percent of land. This imbalance worsens housing supply-and-demand challenges: developers are limited to building single-family homes, while prospective residents face high costs as single-family housing dominates the market.

Zoning amendments can help communities diversify their respective housing stocks, with design standards enabling different housing types to be incorporated seamlessly into existing neighborhoods and districts. Some municipalities like Elgin, Geneva, and Sugar Grove would like to expand missing middle housing options. Elgin and Sugar Grove are also seeking more downtown infill and transit-oriented development (TOD), along with other municipalities like Aurora, Batavia, and Pingree Grove. Batavia and Geneva are also pursuing workforce and affordable housing options.

Housing readiness actions

Action 2.1 Allow missing middle housing by right in residential, commercial, and mixed-use zoning districts

A majority of housing in Kane County is categorized as single-family detached homes, comprising 69 percent of all housing types. Multi-family residential options like apartments and condominiums, particularly buildings with 5 or more units, make up the next largest amount of housing types in Kane County at 12%.

Like many communities and regions, Kane County could benefit from more housing types in the middle tier, which includes about 11 percent of single-family attached units (i.e., townhouses and rowhouses) and 8 percent of duplexes, triplexes, multiplexes, and smaller apartment buildings (2 to 4 units). This middle tier is generally referred to as missing middle housing.

While many zoning codes allow for missing middle housing, they are often regulated as special or conditional uses, which create additional layers of review and approval. However, allowing missing middle housing by right in residential, commercial, and mixed-use districts removes these layers of review that can be an impediment to housing production.

For commercial and mixed-use districts, allowing missing middle housing by right enables residents to live near transit facilities and job centers, which can help reduce the cost of living with lower transportation expenses. According to a zoning reform study done by the Michigan Association of Planning, existing commercial districts and corridors can be ideal locations for more housing. Zoning for mixed-use districts along commercial corridors is one of the easiest ways to support new, more cost-effective residential development adjacent to, but outside of, traditional single-family home neighborhoods.

Regardless of the zoning district in which they are built, allowing for missing middle housing by right provides the added benefit of building up a diverse housing stock in existing neighborhoods and districts where services, utilities, and other infrastructure currently exist.

Implementer(s): Municipal governments
Resources: $$$

CASE STUDY

The City of Evanston established a Two-Family Residence District which allows for single- and two-family dwellings as permitted uses by right.

Coordination: *Pairing Action 2.1 and Action 2.4, empower communities to be intentional with site design allowing for missing middle housing options to fit into existing neighborhoods.*

Action 2.2 Allow accessory dwelling units (ADU) by right in all residential zones

An accessory dwelling unit (ADU) is a living unit that is accessory to the primary housing structure on a property. ADUs come in many forms. Some ADUs are located within the primary housing structure, such as in a basement, attic, attached garage, or addition to the home. Others are located as a separate unit outside the primary housing structure, such as in a detached garage or smaller structure on the lot.

By allowing ADUs by right in all residential districts, communities are able to expand housing choice while minimizing regulatory barriers. Geneva recently updated their zoning to allow for ADU's by-right in all residential zoning districts. ADUs foster affordability, support multi-generational households, and make it easier for people to age in place. Since they are small and integrated into existing residential lots, ADUs create attainable housing options that blend into the existing community character without requiring large-scale infrastructure expansion.

A unique quality of ADUs is the way in which individual property owners are able to be part of the housing access solution by adding units to the community's housing stock in a hyper-localized manner. Housing production is often viewed in a broad sense for developers and builders to construct multiple housing units as part of a larger development. However, ADUs add to the housing stock too.

Implementer(s): Municipal governments
Resources: $$$

Action 2.3 Create a supportive environment for more starter homes by eliminating zoning barriers

Many communities have bulk standards that were established decades ago, when household sizes were larger and development patterns favored single-family homes on large lots. Demographics have changed considerably to the point where housing needs are not being properly met by existing housing stocks. In Kane County, the population is aging, with a majority of census tracts having between 30 - 55 percent of the total population in 2023 comprised of residents age 55 and over. Household size has also decreased in Kane County.

CASE STUDY

Geneva have recently updated their zoning to allow for ADU's by-right in all residential, single-family dwelling, zoning districts. ADUs foster affordability, support multi-generational households, and make it easier for people to age in place. Since they are small and integrated into existing residential lots, ADUs create attainable housing options that blend into the existing community character without requiring large-scale infrastructure expansion.

As the population ages and smaller households become more common, more flexible bulk requirements in local zoning ordinances can create opportunities for more attainable and accessible housing options. Communities should review and update bulk requirements like minimum lot size, lot widths, yards, setbacks, and unit size to better reflect emerging trends in housing needs. With respect to starter homes for first-time homebuyers, zoning changes may include eliminating minimum dwelling and lot size requirements and reducing standards for setbacks and lot coverage. Smaller lots for starter homes can help reduce purchase costs, since a significant portion of housing cost is tied to land prices.

Implementer(s): Municipal governments
Resources: $$$

Action 2.4 Update design standards to support a diverse housing stock while preserving neighborhood character

Many zoning ordinances include design standards that enhance community aesthetics and maintain a cohesive development character. Some communities take the extra steps to prepare design guidelines that are separate from but companion to their zoning ordinances. While design standards can be helpful for both the community and developers to build attractive residential products, overly prescriptive standards may create increased construction costs and limit creativity in residential design, which can impede opportunities to build attainable housing. Regularly reviewing and updating local design standards can help reduce unnecessary costs and barriers to housing development.

Design standards that can hinder attainable housing include limits on cost-effective building materials, requirements for complex façades or high window-to-wall ratios, and extensive landscaping or sustainability requirements. Landscaping and sustainability standards may be less flexible for communities, but they illustrate the kinds of tradeoffs involved when balancing goals such as greening properties, promoting green infrastructure, and managing construction costs. Local design standards can also restrict homeowners from making renovations needed to age in place or update homes for resale as older residents downsize.

Municipalities can provide greater flexibility and support context-appropriate, lower-cost housing types. Updated design requirements should balance design quality with feasibility to ensure that new housing can be developed efficiently and affordably. Design standards can also help communities visualize how housing options like ADUs, duplexes, triplexes, and townhouses can fit within context of traditionally single-family residential neighborhoods while preserving local character.

Implementer(s): Municipal governments
Resources: $$$

Action 2.5 Create transit-oriented development or overlay districts near Metra stations and Pace bus corridors

By allowing multi-family and mixed-use development near Metra stations and Pace bus corridors, communities support economic growth and reduce vehicle dependence, which can in turn lower household costs on housing and transportation. A majority of the Metra stations and Pace bus routes serving Kane County are located within the eastern section of the county (i.e., east of Randall Road).

Building on the parking requirement changes mandated by the Illinois People Over Parking Act, special use zones or zoning overlay districts that support transit-oriented development (TOD) within one-half mile of a public transit hub or one-eighth mile of a public transit corridor can expand the types of residential, commercial, and mixed-use development that could be built in those prime transit-accessible locations. Overlay districts are attractive options for communities that wish to enforce TOD-specific zoning standards that support multi-family and mixed-use development while maintaining the existing zoning standards of the underlying zoning districts. Special use districts work in a similar way but create a whole new zoning district with its own standards.

Implementer(s): Municipal governments and county staff
Resources: $$$

Action 2.6 Eliminate minimum parking requirements

Parking requirements often drive up the cost of development, particularly when sites have limited space and may require structured parking above or below ground. This can lead to projects getting scrapped altogether because parking was difficult to provide while meeting parking standards.

The elimination of minimum parking requirements can remove this particular barrier to development, as it removes one less variable for developers, builders, and property owners to reconcile. This does not mean developers and builders won't provide parking on their sites, partly because residents and tenants will require some level of parking. In addition, financial institutions may not approve loans and offer insurance for construction without a reasonable parking plan. Some sites may require typical levels of parking, particularly if they are highly auto-dependent with little to no access to transit.

However, other sites with access to Metra or Pace transit service may be more achievable with no minimum parking standards given more transportation choices, which is further supported by the prohibition of parking minimums via the Illinois People Over Parking Act.

Implementer(s): Municipal governments
Resources: $$$

CASE STUDY

Champaign, Illinois removed minimum parking requirements in the university district and residential areas in the downtown and midtown areas. The policy change has reduced construction costs, which can translate into more affordable rents for tenants.

Does your community have a Metra station or high frequency Pace route?

The Illinois People Over Parking Act – which was officially signed by Governor J.B. Pritzker on December 16, 2025, and takes effect on June 1, 2026 – prohibits local governments from enforcing minimum parking standards on development projects within one-half mile of a public transit hub or one-eighth mile of a public transit corridor.

Organizations like CMAP, Metropolitan Planning Council (MPC), and Regional Transportation Authority (RTA; soon to be renamed the Northern Illinois Transit Authority or NITA) will serve as critical resources to help communities navigate the impacts of this new act as it comes into play in 2026 and beyond. [NOTE: The act impacts all types of development, not just housing.]

HOUSING READINESS STRATEGY 3:

STREAMLINE DEVELOPMENT RULES AND PROCESSES

Why streamline development rules and processes?

Streamlining local development rules and processes helps prepare municipalities to respond to housing needs and attract investment in a more efficient manner, as well as reduce the number of hurdles that developers, builders, and property owners have to manage to move from concept to approval to construction. Long timelines for plan reviews, inconsistent building codes, and outdated requirements can add cost and uncertainty to housing projects. By modernizing codes, clarifying expectations, and improving coordination among municipal departments, communities can make it more efficient and less cumbersome to diversify the housing stock and provide attainable options.

Current development rules and processes

While discussing housing goals for their respective communities, some municipalities include improving entitlement processes and updating zoning codes among their goals. Cumbersome development rules and processes can slow or discourage new housing construction. In some cases, fees are applied uniformly across project types, regardless of size or community benefit, making attainable residential development less feasible. At the same time, several municipalities have expressed interest in exploring how fee structures, zoning standards, and permitting processes could be streamlined to provide more efficient development processes and encourage housing investment.

Housing readiness actions

Action 3.1 Create pre-approved building program

A pre-approved building program provides pre-designed, code-compliant building plans that have been reviewed and endorsed by a municipality. Pre-approved plans are typically for small-scale residential structures like cottage-style single-family, duplexes and other missing middle housing options, and accessory dwelling units that will fit within existing neighborhoods. The pre-approved nature of such a building program for small-scale residential products can be an attractive option for municipalities to pursue as it provides a level of predictability for incorporating unique housing types into traditional single-family residential neighborhoods. A pre-approved building program can essentially serve as a means of advocacy for missing middle housing.

Implementer(s): Municipal governments and county staff
Resources: $$$$

CASE STUDY

In South Bend, the "Sears Catalog" of housing options presents a variety of vetted and approved housing plans for individuals and developers looking to build. Each plan is compatible with current zoning regulations and takes into account typical lot configurations and prices based on current market conditions. This resource not only simplifies the planning process but also enhances the likelihood of successful project implementation.

CASE STUDY

The City of Kalamazoo's catalog of preapproved housing slashes permitting timelines and design costs for developers by offering ready-to-build housing plans that meet local codes and match neighborhood character. The city also has clear instructions to help developers with the permitting process.

Action 3.2 Modernize and streamline building codes

Buildings with two or more housing units or a residential/commercial mix require higher design and construction costs, which often lead to compliance with more building code standards and increased inspection requirements. These barriers often appear in the reuse and conversion of existing buildings, such as converting a single-family home to a two-flat, adding one or more residential units above a ground-floor commercial use, or building out a basement, attic, or other space for an accessory dwelling unit. In addition, these thresholds can require extensive upgrades, including fire suppression, accessibility retrofits, structural changes, and green building infrastructure, even when the building footprint remains modest.

Updating local building codes and adopting flexible standards for smaller multi-unit buildings can help municipalities make it easier, faster, and less expensive to build "missing middle" housing types like duplexes, triplexes, fourplexes, small apartment buildings, and townhouses, while maintaining safety and accessibility requirements and aligning regulations with existing community character. While many municipalities adopt the International Building Code (IBC) and related codes from the International Code Council (ICC), municipal officials may adopt these codes with local

CASE STUDY

In Denver adopted the 2025 Denver Building and Fire Codes, which incorporate the 2024 international codes (I-codes), except the Energy Code, which incorporates the 2021 IECC. The City adopted the latest versions of the following codes with minimal local amendments.

amendments to adapt the IBC to the intricacies and place-specific needs of the community.

Implementer(s): Municipal governments
Resources: $$$

Action 3.3 Audit and improve development and building permit review processes

The development and building permit review process can typically be one of the primary barriers to providing housing in a community. Developers, builders, and property owners often raise concern with issues like timelines, fees, and special use or conditional use permits. While the planned unit development (PUD or PD) process can offer flexibility to housing development projects, they also create additional layers of scrutiny by municipal staff, planning and zoning commissioners, elected officials, and the general public.

Publishing clear timelines for plan review and inspections helps remove time-related constraints so that communities can more expediently move housing development projects from the proposal stage to the construction pipeline adding to the housing supply. Where possible, timelines can be streamlined by shifting as many plan commission review tasks to administrative review at the municipal staff level. In addition, expedited review may be allowed for certain project types.

For example, local jurisdictions may create priority tracks for affordable units or infill development in priority areas, offer early staff review assistance, implement concurrent review of permits by departments instead of sequential handoffs, ensure single "one-stop-shop" submittals of permit applications, use online permitting and tracking tools, and institute a pre-approved building program (see Action 3.1).

CASE STUDY

Several Illinois communities already set and publish review times. Wood Dale posts standard review targets of under 10 days for residential and 15 to 20 days for commercial permits. Elgin states clear review times of 3 to 15 days, based on the types of review required. Evanston conducts concurrent reviews across various disciplines for residential buildings.

RESOURCES

See the Top 15 Ways Local Jurisdictions can streamline the Permit Process for a checklist of actions that can be undertaken by the County and Municipalities, and Housing Solution Lab's guide to Streamlining permitting processes for the approach, steps and additional resources for permitting process reform.

When the review process is unpredictable or prolonged, development costs rise due to carrying costs, financing delays, and investor uncertainty. These factors can disproportionately impact attainable and small-scale housing projects that operate in smaller margins. Clear review timelines ensure that municipal staff and applicants share a common understanding of expectations and turnaround times. This predictability may also encourage small-scale, mission-driven, and local builders to participate in the housing market.

Implementer(s): Municipal governments, county staff
Resources: $

Action 3.4 Develop guides for small-scale multi-family and accessory dwelling unit development

Navigation of complex development processes can be intimidating, even for the most experienced builders. Developing clear, step-by-step guidance can help property owners and small builders more easily navigate local regulations and processes, particularly for less common housing types like missing middle housing, small-scale multi-family, and accessory dwelling units. These guides can include zoning and building requirements, approval timelines, design standards, and local examples of successful projects. In addition, detailed guides for these less common housing types may also provide visuals of how these housing options can be incorporated into traditional single-family detached neighborhoods with no disruption of local character.

Implementer(s): Municipal governments, county staff
Resources: $$$

CASE STUDY

Evanston and Oak Park created guidebooks that help homeowners and developers design and procure permits for ADUs.

RESOURCES

The Urban Land Institute's Multifamily Housing Development Handbook offers best practices and proven techniques for developers.

Action 3.5 Allow modular and prefabricated construction

Modular and prefabricated construction can help reduce housing costs and shorten construction timelines. Communities should review and update building and permitting regulations to ensure these housing types are allowed. Local codes should also address design standards to ensure modular homes are integrated with the existing character of the community. Even for municipalities that adopt the International Building Code (IBC), this may serve as a point where municipal staff incorporate local amendments to the IBC to cover modular and prefabricated construction that is context-sensitive to the local community.

Implementer(s): Municipal governments, county staff
Resources: $$

CASE STUDY

Habitat for Humanity offers a national model for the use of modular home construction, particularly in the face of rising construction prices and home prices. The Habitat for Humanity affiliate in La Crosse, WI, is one of the affiliates utilizing the modular home construction model, including receiving its license as a Manufactured and Modular Dealer in Wisconsin.

Action 3.6 Allow for flexible infrastructure requirements for small infill projects

Infrastructure requirements are often designed for large developments and do not always scale properly to smaller residential projects. Stormwater regulations may require small sites to manage runoff as if they were large projects, while utility policies may classify any building with more than two units as commercial, triggering higher tap and meter fees, additional engineering reviews, and longer permitting timelines. These standards can make projects like duplexes, triplexes, or fourplexes financially infeasible. Municipalities can be more housing ready by revising these regulations to support small residential and mixed-use development. Municipalities may also reduce or waive utility fees for certain residential projects, such as those that provide attainable or workforce housing, build in established neighborhoods as infill housing, locate in priority areas, or participate in a pre-approved building program (see Action 3.1).

Implementer(s): Municipal governments, county staff
Resources: $$

Action 3.7 Adjust development fees to support attainable housing development

High development fees can add significant costs to new housing projects, particularly small-scale or infill developments with limited budgets. Uniform fee structures that apply the same rates to all projects, regardless of size or community benefit, can discourage investment in attainable and workforce housing. Municipalities can evaluate their current fee structures to identify opportunities to better align them with housing goals. This may include scaling fees based on project size or unit count, reducing or deferring fees for affordable, workforce, or infill housing, or creating incentive programs that offset fees for developments in priority areas.

Implementer(s): Municipal governments, county staff
Resources: $$

CASE STUDY

Aurora's development code allows reduced impact fees for affordable housing projects, permit fee waivers for nonprofit or income-restricted development and tax incentives paired with fee reductions for redevelopment areas. Similarly, Elgin offers fee waivers for affordable housing rehabilitation and construction, reduced water and sewer connection fees for income-restricted units, and permit fee reductions for non-profit developers. Many other jurisdictions in the region use density bonuses, parking reductions, tax incentives and expedited permitting to reduce developer costs.

HOUSING READINESS STRATEGY 4:

PURSUE HOUSING FUNDING AND FINANCING TOOLS

Why pursue housing funding and financing tools?

Construction and material costs have risen in recent years, driving up the price of creating homes. Projects that provide housing for the lowest-income households are often not financially feasible without external funding and financing tools. Increasingly, housing developments that would be priced attainably for households earning close to the area median income are not feasible either. By strategically using resources like grants, low-interest loans, and tax incentives, communities can help bridge financial gaps, reduce development costs, and make housing projects more feasible. Communities can also collaborate countywide to share information about funding and financing opportunities and learn from past experiences.

Current housing funding and financing tools

Municipalities and the county leverage a mix of local, state, and federal funding programs to support the development and preservation of attainable housing. For example, Kane County coordinates with municipalities to allocate funding via the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs to support priority housing projects and meet community development needs across the county. While funding sources like the Low Income Housing Tax Credit (LIHTC) are commonly utilized, LIHTC has increasingly become over-subscribed and can only be used for certain types of housing. While there have been some successes, developers express a need for a greater amount and more flexible funding and financing tools that would enable them to more capably supply the full range of housing types demanded by the market.

Housing readiness actions

Action 4.1 Convene a housing expo that showcases builders, funding resources, and support services that focus on affordable housing

In many cases municipalities, property owners, and local builders need assistance to get started with getting housing in the pipeline, whether it's seeking out national developers, small-scale builders, funding sources, homeowner and renter resources, and other support. Kane County can take a lead role in convening a housing expo to showcase all of these resources, foster new and long-lasting connections, and generate goodwill between communities and partners within the housing ecosystem.

Local, regional, state, and federal partners in the housing ecosystem can play major roles serving on speaker panels and exhibitors. Banks and other financial institutions may also serve as exhibitors and sponsors. The housing expo can help municipal staff learn more about programs, application requirements, and strategies for positioning projects for success. Expo attendees can also make connections that lay the foundation for future coordination across jurisdictions and shared knowledge about tools and resources that can make attainable housing projects more feasible. If proven successful, the housing expo could become an annual or periodic event to exhibit evolving information, emerging trends, new or cyclical financing streams, and other new or updated information.

Implementer(s): Municipal governments, county staff
Resources: $

Action 4.2 Build strong connections with developers, builders, and financing partners

The housing expo can serve as one means of helping municipalities and property owners build strong connections with national developers, small-scale builders, and financing partners. Building connections should extend beyond the housing expo to maintain ongoing conversations as opportunity sites come into play, development interest arise, funding cycles open, and other resources come into alignment. An open communication stream can help ensure conversations stay active, even if they run in the background, to advance attainable housing projects across Kane County. Partnerships with organizations like the Illinois Housing Council (IHC), Illinois Housing Development Authority (IHDA), and Urban Land Institute (ULI) can help the county engage national developers and small-scale builders, as well as identify innovative financing solutions.

Implementer(s): Municipal governments, county staff
Resources: $

Coordination: *Partner organizations can help make connections with community-based development resources like mission-driven developers, land bank (see Action 6.1), and community-based housing approaches (see Actions 6.3 and 6.4).*

Action 4.3 Support municipalities in building capacity to leverage funding sources

Accessing housing funds can be complex, and many municipalities lack staff capacity or expertise to navigate funding programs, grants, and financing institutions. Kane County can play a vital role in helping municipalities prepare competitive applications for these programs by sharing relevant data, offering technical guidance on funding programs, and providing letters of support. Since Kane County manages the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs via the U.S. Department of Housing and Development (HUD), the county can coordinate with municipalities, Aurora Housing Authority, Housing Authority of Elgin, and the Kane County-City of Elgin Home Consortium to apply CBDG funds to support priority housing projects and meet community development needs across the region.

CASE STUDY

Cook County's Department of Planning and Development provides extensive support to suburban municipalities to help them access HOME Investment Partnerships Program and Community Development Block Grant (CDBG) funds. The Build Up Cook program uses American Rescue Plan Act (ARPA) funds to offer technical expertise and staff resources including tradespeople, engineers and experts to municipalities.

Implementer(s): County staff
Resources: $$

Credit unions and other community development financial institutions (CDFIs) provide financing options that extend credit to support businesses that may otherwise be denied financial opportunities to access funding, build wealth, and allow existing residents, jobs, and businesses to stay in the community. The CDFI Coalition's database is continually updated with current CDFIs serving each state. The U.S. Department of the Treasury's CDFI Fund maintains its own, more comprehensive database of CDFIs serving Illinois and specific communities.

HOUSING READINESS STRATEGY 5:

COORDINATE LAND USE, TRANSPORTATION, AND ECONOMIC DEVELOPMENT DECISIONS

Why coordinate these decisions?

Housing decisions made by individual people and households are often tied significantly to access to transportation infrastructure (e.g., major roads, highway access, Metra or Pace access, bike trails, etc.) and proximity to job centers (whether someone's present employer or job opportunities for those seeking work). A coordinated approach that considers housing, transportation, and jobs together is more likely to find success to provide for a balanced and attainable housing stock that also helps to reduce transportation costs and build housing near job centers and commercial districts.

Without coordination, fragmented planning can limit development opportunities, increase household costs, and restrict the types of housing that can be built. By aligning policies and coordinating land use, transportation, and economic development decision making, municipalities can ensure that housing development occurs in the most optimal locations and support broader countywide goals for attainable housing.

Current coordination

About three-fifths of the land in Kane County is dedicated to agricultural land (48.6 percent) or open space (12.4 percent). This makes Kane County a desirable place to live with a mix of urbanized areas, pastoral land, and natural areas. Single-use land is distributed across the residential (17.2 percent), commercial (1.9 percent), industrial (3.1 percent), and institutional (2.9 percent) categories. However, mixed-use land accounts for less than 0.01 percent of all land, which constrains opportunities for integrating housing, commercial, transportation, and recreational uses together in compact formats that can help reduce household costs. Jobs tend to cluster near each other and along frequent transit corridors, presenting an opportunity to strategically coordinate housing development, transportation improvements, and employment centers. Kane County and its municipalities can build on past collaborative efforts pursuing multijurisdictional plans studies to align land use policies and planning efforts, such initiatives like the Regional Mobility (with Aurora, Algonquin, Elgin, Naperville, South Elgin) and multiple Homes for a Changing Region studies (Geneva and Carpentersville areas).

Housing readiness actions

Action 5.1 Establish boundary agreements with neighboring communities

Boundary agreements with neighboring communities promote a coordinated approach to local and regional growth, development, and preservation. These agreements help municipalities define shared boundaries, service responsibilities, utilities and infrastructure coverage, and development expectations. From a housing readiness perspective, boundary agreements foster communication and trust between local governments, promoting joint problem-solving on shared issues like housing affordability, strategic growth management, and the capacity of land and zoning standards to support housing. Kane County and Metro West Council of Governments can be key partners in facilitating these agreements, particularly with respect to the other strategies and actions established in this Housing Readiness Plan. This includes updating existing boundary agreements.

Implementer(s): Municipal governments and county staff
Resources: $$

Action 5.2 Improve the connectivity between housing and transportation by enhancing access to transit, multimodal connectivity, and roadway infrastructure

With a majority of housing located in traditional single-family detached neighborhoods, most residential units are only accessible to the roadway network with little to no access to other transportation options like transit, walking, and biking. Limited connectivity between housing and transportation may necessitate the identification and removal of barriers to accessing transit, bike routes, and trails, which may require prioritizing capital improvement funds toward pedestrian, bicycle, and other active transportation connections. By taking an intentional approach to plan for housing with consideration of the transportation network, communities accentuate their prioritization of safe access and mobility connecting neighborhoods to commercial districts, job centers, parks and open space, and other community assets.

Implementer(s): Municipal governments and county staff
Resources: $$

CASE STUDY

The RTA's Access to Transit grant program provide municipalities with funding to advance small-scale capital projects that improve access to the Chicago region's transit system serving pedestrians, bicyclists, and transit riders. The RTA also offers grant support to municipalities for amending zoning ordinances to make them more supportive of transit, pedestrian, and bicycle connectivity. Many of the municipal projects that have utilized the RTA's Access to Transit grant serve as potential case studies.

Action 5.3 Coordinate shared zoning and overlay districts

Shared zoning and overlay districts allow neighboring communities to coordinate land use policies and address housing challenges that extend beyond municipal boundaries. For example, when communities adopt similar zoning standards, such as allowing duplexes, townhomes, or mixed-use developments, they can prevent zoning that limits housing types in one area while concentrating them in another. Shared zoning and overlays also help simplify the permitting process for developers working in multiple jurisdictions, lowering costs and making smaller-scale infill or multi-family projects more feasible.

Implementer(s): Municipal governments, county staff, Metro West Council of Governments
Resources: $$$

Action 5.4 Develop joint housing and land use plans

Collaboration on shared housing and land use plans can help neighboring communities work together to understand shared housing challenges, coordinate policy responses, and align future development in ways that strengthen the entire region. By planning collaboratively instead of independently, municipalities can make more efficient use of resources, reduce competition, and create a more balanced housing market. While municipalities typically have their own comprehensive plans that deal with land use decisions, certain municipalities may share a major roadway corridor, have adjacent neighborhoods, or overlap their priority growth areas such that a joint housing or land use plan may be a practical means of addressing shared housing challenges and creating a balanced housing stock.

Implementer(s): Municipal governments, county staff, Metro West Council of Governments
Resources: $$$

CASE STUDY

RTA's transit-friendly communities guide is a helpful roadmap to understand partnerships and policies a community can make to help strengthen the housing stock.

Action 5.5 Maintain a countywide inventory of opportunity sites for future housing development

Identification of locations where housing can be built is an important step toward housing readiness. Kane County can work with municipalities to maintain an inventory of sites with strong potential for housing development, including both publicly and privately owned parcels. This inventory would prioritize locations near transit, neighborhood services, access to existing or planned utilities infrastructure, and other amenities that support housing. Municipal land use plans and zoning maps may also play an important role in identifying opportunity sites. By proactively identifying and tracking these sites, the county and local governments can quickly respond when development interest arises and provides builders and developers with clear guidance on where housing projects are most viable and aligned with shared community goals.

Implementer(s): Municipal governments, county staff, CMAP
Resources: $$$

Action 5.6 Focus workforce housing in areas with multiple transportation options, including access to transit

Workforce housing is a unique residential type in that it requires coordination with local employers and workers. From a structural design perspective, workforce housing will generally take the same form as general housing types (e.g., townhouses, duplexes, apartments, condos, etc.). One exception is live/work units that provide living and working spaces within the same unit. However, workforce housing may be cited closer to transportation infrastructure (e.g., Metra stations, Pace bus routes, bike routes, trails, and major roadways) to not only provide workers with transportation choice but also enable them to reduce their transportation costs. No site is perfectly accessible to all types of transportation options, which may necessitate the identification and removal of barriers to accessing transit, bike routes, and trails, as described in Action 5.2.

Implementer(s): Municipal governments, Metra, Pace, county staff
Resources: $$

HOUSING READINESS STRATEGY 6:

FOSTER PUBLIC-PRIVATE, COMMUNITY-BASED, AND MULTIJURISDICTIONAL PARTNERSHIPS

Why foster partnerships

Collaborative partnerships allow the county, municipalities, developers, and other partners to coordinate resources, share expertise, and overcome barriers to housing development. By working together, stakeholders can leverage funding, align priorities, and advance projects more efficiently, ensuring that new housing meets local needs and supports countywide goals.

Current partnerships

Kane County and its municipalities actively collaborate with private developers, nonprofit organizations, and regional agencies to advance housing projects and programs. For example, Kane County coordinates with municipalities to allocate funding and resources from the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs via the U.S. Department of Housing and Development (HUD) to support priority housing projects and meet community development needs across the region. In addition to municipal staff and elected officials, other partners include major employers, chambers of commerce, local schools and colleges, nonprofit organizations, and housing advocacy groups. The Metro West Council of Governments convenes county and municipal leaders to discuss and pursue shared solutions around common issues, including housing. Other regional partners that can provide technical assistance with housing matters include CMAP, Metropolitan Planning Council (MPC), Illinois Housing Council (IHC), and Illinois Housing Development Authority (IHDA).

Housing readiness actions

Action 6.1 Establish a land bank

A land bank can be a powerful tool for improving housing affordability by helping communities acquire, manage, and repurpose underutilized or vacant properties for housing development. Land acquisition is typically the biggest barrier to attainable housing due to the rising cost of land. A land bank can sell or lease properties at below market prices to mission-driven developers or charitable organizations that build attainable housing. Land banks can also help package sites and work with lenders and developers to attract financing for projects that would otherwise be too risky without collaboration.

Illinois has nine land banks, including four in the Chicago metropolitan region. These land banks can serve as a resource to establish a land bank in Kane County. The Center for Community Progress is another valuable source of information, technical assistance, and other resources to help establish and manage a land bank.

Implementer(s): Municipal partners, county staff
Resources: $$$$

Action 6.2 Partner with the Metro West Council of Government to establish recurring housing collaboration meetings

As a council of municipalities serving over 750,000 people in Kane, DeKalb, and Kendall Counties, the Metro West Council of Governments serves as a primary convening organization bringing together county and municipal leaders to discuss and pursue shared solutions around common issues, including housing. In addition to addressing growth issues and evaluating the impact of state and federal legislation on municipalities, the Metro West Council of Governments facilitates intergovernmental communication and collaboration, which are two essential elements to not only exploring regional solutions to local housing issues but also getting on the same page regarding a common understanding, messaging, and public education around housing.

Based on the 2025 legislative agenda for which Metro West Council of Governments advocated at the state and federal levels, housing was not among the legislative issues for this past year's focus. However, this Housing Readiness Plan may serve as a key

CASE STUDY

While land banks are typically established at the county or regional level, individual municipalities may also set up their own land bank. For example, the City of Peoria, IL, manages its own land bank. Larger cities like Aurora and Elgin in Kane County could go this route. However, a county-wide land bank would help address attainable housing issues at a regional scale by identifying opportunities across the county rather than in individual communities.

CASE STUDY

The Chicago Southland Housing and Community Development Collaborative (CSHCDC) and the West Cook County Housing Collaborative (WWCCHC) are two examples of cross-jurisdictional collaboration that have seeded land banks, rehabilitated homes, stabilized neighborhoods following the 2008 housing crisis, and developed shared, cross-border solutions to housing challenges.

document that Metro West Council of Governments can use as the basis for future legislative agendas to raise awareness of housing issues to legislators and advance solutions for Kane County. Kane County may work with Metro West Council of Governments to set up recurring collaboration meetings through a new Metro West committee or task force focusing on housing to discuss housing issues and potential solutions that are important to raise to state and federal leaders. In addition to recurring collaboration meetings, Metro West's annual Legislative Breakfast event would serve as an opportune time to discuss housing issues with legislators.

While housing hasn't been on the most recent legislative agenda, transportation and infrastructure issues have been included, including access to infrastructure funding and inclusion of municipalities in decision making for transit, which are critical components to making housing more accessible, affordable, and sustainable.

Implementer(s): Municipal governments, county staff, Metro West Council of Governments
Resources: $

Coordination: *Metro West Council of Governments will serve as a resourceful implementation partner for some of the other actions in this housing plan, including Actions 4.2, 5.1, 5.3, and 5.4.*

Metro West
COUNCIL OF GOVERNMENT

Action 6.3 Create a public-private regional housing trust fund

A housing trust fund combines governmental, philanthropic, and private sector resources to support attainable housing. By combining multiple revenue streams and establishing clear eligibility criteria, attainable housing projects have a clearer path towards moving from concepts to construction. In addition, housing trust funds allow for flexibility in housing funding that are more difficult to obtain at the state or federal level. They also create a dedicated and locally controlled funding stream to advance housing activities like land acquisition, housing rehab, emergency repairs, operating costs for rental properties, and new construction. As a locally controlled funding source, a housing trust fund can also fill any gaps in funding for residential development projects.

Most housing trust funds are typically designed to support housing for low-income households; however, they can also allocate a certain level of funds for other housing like rental properties and workforce housing. Financial resources are often funded by diverse revenue sources like fees from inclusionary zoning ordinances, allocations from municipal general funds, property taxes, proceeds from land sales, interest from held accounts, and donations from private organizations, philanthropic institutions, or individuals.

CASE STUDY

The City of St. Charles, Illinois legislatively implemented their Housing Trust Fund in 2012 to act as a separate fund to preserve and create affordable housing, offer financial support to low-income households, and support local nonprofit organizations that are addressing the needs of these households.

Through inclusionary in-lieu fees and capital funds, the St. Charles Housing Trust funds the Home Rehab and Accessibility Loan Program, the First-Time Homebuyer Program, and the Affordable Housing Development Program.

This Kane County-specific example provides a pathway for collaboration between St. Charles and other municipalities, as well as a model to expand upon according to unique municipal needs.

Arlington Heights, Evanston, Highland Park, and Lake Forest also have established Housing Trust Funds.

While Kane County could establish a housing trust fund to support a regional housing approach, the fund can also be created by legislative action at the macro (state) and micro (municipal) levels. Establishment of a housing trust fund would require careful planning and collaboration with key partners including, but not limited to, municipalities, housing authorities, the Kane County-City of Elgin Home Consortium, Illinois Housing Development Authority (IHDA), and Illinois Housing Council.

Implementer(s): Municipal governments, county staff, philanthropic organizations
Resources: $$$$

Action 6.4 Coordinate with local organizations to evaluate and establish community-based housing approaches

Housing solutions that occur at the municipal and county level can be paired with measures taken at the neighborhood or community level. Community-based housing approaches give more power to residents and the collective community regarding how they manage their properties. In particular, such approaches set up mortgages or rental leases that keep costs low to support perpetual attainable housing, protect residents from displacement or gentrification, and preserve neighborhood character. These approaches may be more viable in larger municipalities like Aurora and Elgin; however, they can be adapted to smaller municipalities that have nonprofit organizations like churches and housing advocacy groups that take proactive steps to find housing solutions in the community.

Some community-based approaches to consider include:

- **Community land trust**: A community land trust (CLT) is an agreement between a nonprofit and a community to preserve the long-term affordability of housing. The nonprofit purchases land with the community owning the land collectively in a shared ownership model. The nonprofit leases parcels to individuals or families at an affordable price to serve as individual leaseholders who own the homes and have the opportunity to build wealth. Affordability is achieved partly by separating the cost of land from the cost of housing. With the community owning the land, a CLT helps to impede the harmful impacts of real estate speculation. A CLT can also prepare covenants that require homes be kept affordable for a set amount of time.

- **Tenant opportunity to purchase**: Depending on how municipal policies and ordinances are structured, tenants may have the

CASE STUDIES

COMMUNITY LAND TRUST

Neighborhood organizations in Chicago's Northwest Side neighborhood banded together to create the Here To Stay Community Land Trust covering West Logan Square and Hermosa. Elevated Chicago is a sponsor. After starting Here To Stay in 2019, the CLT sought a buyer for its first home in 2021 and continues to connect community members to homes in the trust.

The City of Chicago also has a CLT program – one for buyers and one for developers – which was launched in 2006. As the Here To Stay CLT illustrates, a proactive community like Logan Square can work in concert with the City's CLT program to tailor its own program specific to its neighborhood. The Metropolitan Planning Council (MPC) conducted a case study on the Chicago Community Land Trust.

CASE STUDY

TENANT OPPORTUNITY TO PURCHASE

The Chicago City Council enacted the Woodlawn Housing Preservation Ordinance in 2020 that created a Tenant Opportunity to Purchase Woodlawn Pilot Program giving tenants the right of first refusal in the purchase of buildings with 10+ units. The program's intent is to increase tenant ownership and preserve the affordability of rental units.

opportunity to purchase buildings when they go on the market for sale. This approach can be paired with the capabilities of a CLT. This unique approach to right of first refusal continues to grow in popularity, including laws and programs in Chicago.

- **Community or neighborhood investment trust**: A community or neighborhood investment trust (CIT or NIT) builds community ownership and financial stability by empowering individuals and families within a specified area to make a monthly investment to retain ownership shares of a property, which is purchased by a CIT led by a nonprofit and other investors. In addition to building individual wealth, CIT shareholders gain greater influence on the occupancy of residential and commercial buildings, including the support of local entrepreneurs and minority-and veteran-owned businesses. As the number of neighbor investors grow, they can eventually buy out the original investment made by the nonprofit and any other initial investors, which further empowers the community to own property and support residents and businesses with limited financial resources. The CIT approach seems like it could work in tandem with a CLT, or at least with a collective of nonprofits, to build up local ownership and curtail displacement.

- **Limited equity housing cooperative (LEHC)**: Similar to CLTs, limited equity (housing) cooperatives (LEHCs or LECs) are democratically owned and managed by a nonprofit cooperative organization that regulates the equity a member can earn with the resale of a home. A resident purchases a share of the development rather than an individual unit. When resale of a unit occurs, the resident resells their share of the development at a price set by a specific formula and certain resale restrictions, which is intended to preserve the long-term affordability of a community's housing stock. Initial affordability is often achieved via government assistance, such as construction subsidies and low-interest financing. An added advantage of an LEHC is the capacity for tenant associations or community-based stakeholder groups to maintain the right of first refusal when subsidized rental properties become available. These nonprofits can partner with the local municipality, housing authority, or other housing advocacy organization that may be able to provide financial and technical assistance.

Implementer(s): Municipal/County staff, philanthropic organizations
Resources: $$$$

CASE STUDY

COMMUNITY OR NEIGHBORHOOD INVESTMENT TRUST

The intent of the Catalyzing Neighborhood Investment Strategy, which was conceived by the Chicago Community Trust as part of its Strategic Plan and its exploration of creating a real estate investment trust, seems to align with aspects of the CIT approach. This strategy covers different catalytic investment opportunities ranging from residential to commercial to institutional.

CASE STUDIES

LIMITED EQUITY HOUSING COOPERATIVE (LEHC)

LEHCs are growing in use in large cities like New York, Oakland, San Francisco, and Chicago, particularly with multifamily buildings. However, LEHCs may also be applied to other housing types like townhomes, single-family homes, and mobile home parks. The Chicago Community Loan Fund maintains a directory of cooperative communities (co-ops) around Chicago, including the Logan Square Cooperative (Facebook page) which is a LEHC.

In addition, the University of Chicago's Housing Initiative Transactional Clinic assisted two transactions that utilized the LEHC model: (1) an 18-unit apartment building in Uptown representing Winthrop Apartments Cooperative; and (2) a 51-unit apartment building in Wicker Park representing Washington-Woolman Cooperative Apartments.

Action 6.5 Incorporate housing needs into tourism and economic development initiatives

From bustling downtowns, breweries, and casinos to natural open spaces, agribusinesses, and the Fabulous Fox! National Water Trail, Kane County is a prime tourism destination that highlights the region's commerce, dining and entertainment, recreation, and proximity to both urban life and pastoral charm. Housing availability is a major driver of business vitality and an important factor in strengthening the tourism economy. As service industry workers often earn low to moderate incomes, they have limited housing options near their workplaces, which can lead to long commutes and staffing shortages that impact local businesses and attractions that contribute to the regional tourism industry.

Coordinating with tourism partners and local employers can help identify housing needs for entertainment, hospitality, and recreation workers and integrate workforce housing into broader tourism and economic development plans. Expanding nearby, attainable housing options will reduce long commutes, enable more income savings, and support staffing stability for local businesses.

Implementer(s): Municipal governments, county staff, economic development partners
Resources: $$

CASE STUDIES

In Door County, WI, they are experiencing a housing shortage that is impacted by their booming tourism industry. Local housing advocates are using several strategies to increase housing options for low-wage and seasonal workers, one being a new residential conversion taking place in Sturgeon Bay, a popular tourist destination. The underutilized upstairs storage space of a historic arcade bar will be transformed into **affordable rental units** by the end of 2026. The project is being funded by the **Door County Workforce Housing Lending Corporation** and a loan from the **Wisconsin Housing and Economic Development Authority**.

There are national examples of municipal and local employer partnerships that produce workforce housing. In the case of Bar Harbor, ME, a collaboration between the Friends of Acadia National Park nonprofit organization and the National Park Service converted a former bed and breakfast into a seasonal workforce housing development for Acadia National Park employees.

Additionally, in Pigeon Forge, TN, the Dolly Parton theme park partnered with a private contractor to build a dormitory-style housing development for student-employees to live seasonally. While these examples may differ from the local context of Kane County, they still show opportunity for local housing goals to merge with other economically-driven projects.

Action 6.6 Work with commercial, public, and non-profit property owners to explore residential conversions

Vacant land and underutilized properties in existing neighborhoods serve as prime opportunities for infill housing, multi-family residential buildings, or housing units in mixed use developments. However, commercial properties, including former businesses and office buildings, are gradually becoming opportunity sites for housing. Conversion of commercial properties for residential use are a bit more complex to build, particularly to pursue adaptive reuse of spaces that were formerly occupied by a range of commercial uses like offices, retail shops, banks, etc. Even non-commercial properties like former schools and churches have been converted into housing. There is precedence of residential conversions in the Chicago region:

- Torrence Place in Lansing, IL, converted a former bank into 48 affordable housing units for veterans and people with disabilities; the building also includes a 3,600 sq ft health clinic and pharmacy (see case study on the right)
- Conversion of former Lincoln and Todd schools in Aurora into Fox Valley Apartments into 47 workforce housing units, which showcase two successful school-to-residence conversions right here in Kane County
- Church-to-residence conversions by SPACE Architects+Planners in Chicago include: St. Boniface Catholic Church in West Town (42 housing units, including eight affordable units); Everman Lofts in Wicker Park (11 rental units); the Synagogue Residence in Uptown (40 units); and Talman Lofts in Logan Square (16 units, including three affordable units)

Implementer(s): Municipal/county staff, commercial property owners
Resources: $$$$

CASE STUDY

Torrence Place in Lansing, IL, converted a former bank into 48 affordable housing units for veterans and people with disabilities; the building also includes a 3,600 sq ft health clinic and pharmacy.

RESOURCES

The Urban Land Institute (ULI) offers resources about the emerging trend of commercial-to-residential conversions, including this 2023 multifamily housing report and 2023 conversion feasibility report.

HOUSING READINESS CHECKLIST

Expanding the housing supply and removing barriers to housing production in Kane County is critical to ensuring residents can stay in their community through all phases of life, from youth to adulthood to retirement. A housing stock with varying options and distributed across the region in strategic locations also enables residents to find housing that meets different income levels, life stages, and household needs. Implementation of the housing readiness strategies and actions defined in this plan will enable Kane County and its municipalities to provide a balanced housing supply for a range of residents from renters, first time homebuyers, and growing families to workers, long-time homeowners, and older adults.

Implementation of the strategies and actions will look different in every community. Some communities are in stronger position to pursue implementation steps, including well-resourced municipal staff, forward-thinking community plans in place, and relatively more diverse housing stocks already established. Other communities may have more obstacles to overcome, such as smaller municipal staff, outdated plans and ordinances, and primarily single-family detached neighborhoods. All communities will face varying levels of other barriers like NIMBYism, lack of readily available opportunity sites, and need for public education.

The Housing Readiness Action Plan is intended to place all communities in a stronger position to build up a more diverse and stable housing supply by removing barriers, educating the public, building partnerships, pursuing housing-supportive resources and programs, and updating local plans and ordinances.

Kane County and its municipalities are encouraged to consider all actions in this plan and pursue actions that align with available resources and assets, local interest and support, and accomplishment of community goals. For example, not all municipalities have access to transit facilities like Metra stations or Pace bus routes, so they may pursue the parts of Action 5.2 that improve multimodal connectivity regarding roadways, sidewalks, and trails, while foregoing steps regarding access to transit. As another example, some communities may have little interest in creating a pre-approved building program in Action 3.1 but have more support to allow modular and prefabricated construction in Action 3.5.

Overall, a community does not need to pursue and fully implement every action outlined in this plan to position itself to elevate its housing readiness. Each community will do what it can with respect to its resources, interests, and community support. While there is no magic number regarding the number of actions a community will need to achieve to enhance its housing readiness, the community will be able to self-recognize when their position has significantly changed to the point where they are able to pursue projects and programs that quantitatively build up the local housing stock and qualitatively improve the quality of life for residents.

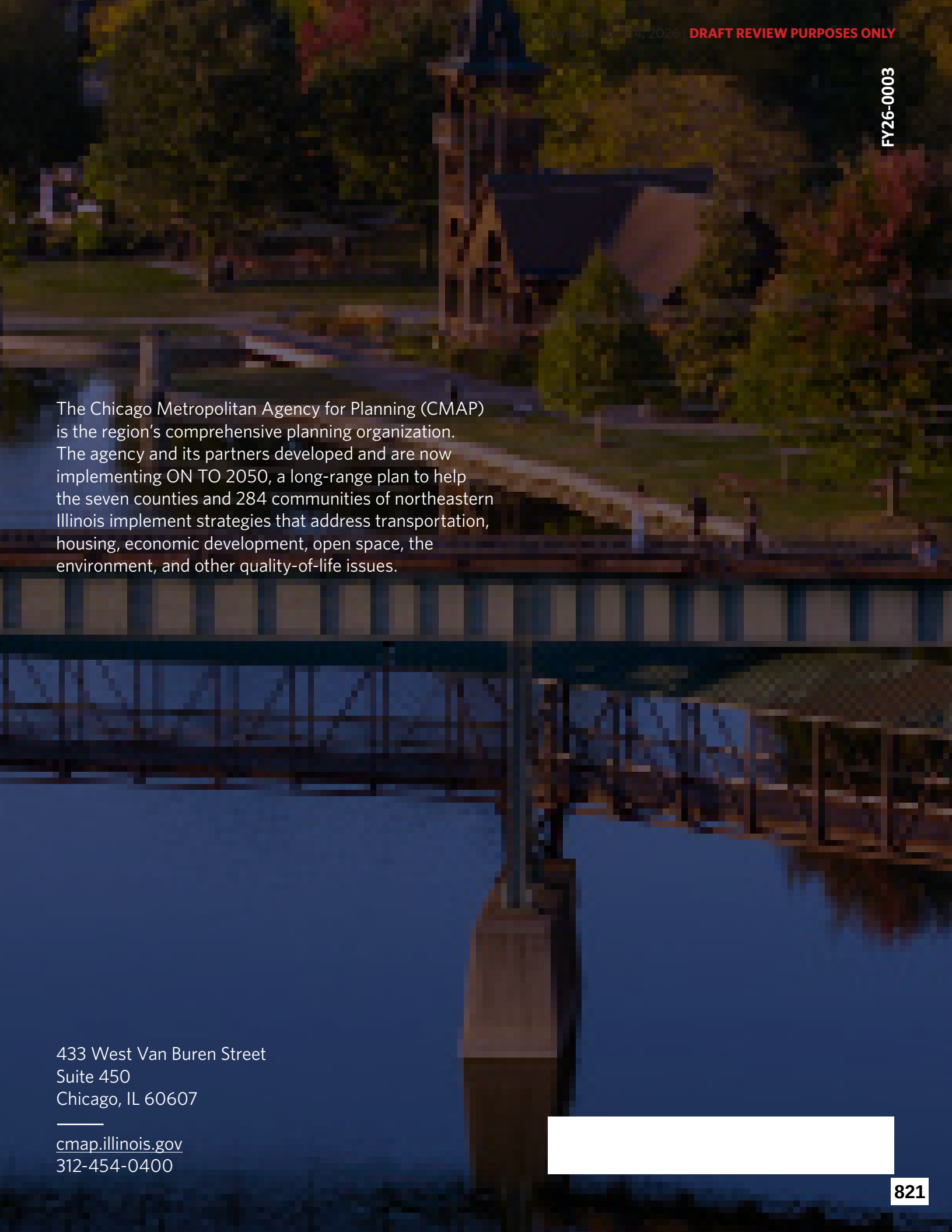
Municipal leaders are encouraged to connect with Kane County and CMAP to discuss what implementation of the checklist could specifically look like in their community and the resources available to help.

Housing readiness checklist

Is your community housing ready? For communities looking to implement this action plan, the checklist of actions below serves as a guide to place communities in a more advantageous position to achieve greater housing readiness at the local and regional levels. Housing readiness looks different for each community, so some of the actions listed below may be replaced by different actions provided in this plan in order to attain the level of housing readiness that makes the most sense for each community.

❑	**1.1 Develop a residential engagement toolkit** Gold readiness: Identify partners who will support future engagements and create a plan for maintaining the toolkit over time	**$$**
❑	**2.1 Allow missing middle housing by right in residential, commercial, and mixed-use zoning districts** Gold readiness: Allow missing middle in as many zones as possible	**$$$**
❑	**2.3 Create a supportive environment for more starter homes by eliminating zoning barriers** Gold readiness: Eliminate minimum dwelling and lot size requirements	**$$$**
❑	**3.2 Modernize and streamline building codes** Gold readiness: Establish a process and schedule for future building code audits	**$$$**
❑	**3.3 Audit and improve development and building permit review processes** Gold readiness: Streamline the process to get developments approved and built	**$$**
❑	**3.7 Adjust development fees to support attainable housing development** Gold readiness: Implement sliding scale fees based on unit cost	**$$**
❑	**4.2 Build strong connections with developers and financing partners** Gold readiness: Maintain communication as opportunity sites come into play, development interest arise, funding cycles open, and other resources come into alignment	**$**
❑	**5.2 Improve the connectivity between housing and transportation by enhancing access to transit, multimodal connectivity, and roadway infrastructure** Gold readiness: Prioritize safe access and mobility to jobs, services, businesses, education, recreation, and other opportunities	**$$**
❑	**6.2 Partner with the Metro West Council of Government to establish recurring housing collaboration meetings** Gold readiness: Expand capacity via coalition building and legislative actions	**$**
❑	**6.6 Work with commercial, public, and non-profit property owners to explore residential conversions** Gold readiness: Seek unique opportunities to build up the housing supply	**$$$$**

FY26-0003



The Chicago Metropolitan Agency for Planning (CMAP) is the region's comprehensive planning organization. The agency and its partners developed and are now implementing ON TO 2050, a long-range plan to help the seven counties and 284 communities of northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment, and other quality-of-life issues.

433 West Van Buren Street
Suite 450
Chicago, IL 60607

cmap.illinois.gov
312-454-0400

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-217

APPROVING A CONTRACT EXTENSION WITH HUDDLESTON-MCBRIDE SERVICES, LLC FOR FY-2026

WHEREAS, a one-year contract with four one-year extensions was approved as Resolution 21-399; and

WHEREAS, Huddleston-McBride Drainage Company now doing business as Huddleston-McBride Services, LLC provides drainage consulting and construction services under the Kane County Cost-Share Drainage Program for various drainage projects throughout the County; and

WHEREAS, Huddleston-McBride Services, LLC has agreed to the same terms and conditions as the original contract.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board and the Chairman thereof is hereby authorized and directed to sign the Extension of Contract for an amount not to exceed $70,000 for the fourth and final contract extension with budgeted funding under ARPA fund 355 and Cost-Share Drainage fund 405.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract Extension with Huddleston-McBride Services, LLC

Committee Flow:
Development Committee, Executive Committee, County Board

Contact:
Jodie Wollnik, 630-232-3499

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $70,000
If not budgeted, explain funding source: n/a	
Was this item passed through the appropriate committee? yes	

Summary:

Approving the fourth contract extension for Huddleston-McBride Services, LLC for drainage services for the Cost-Share Drainage Program.

County of Kane
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107

March 12, 2026

SERVICE RIDER

Contract Extension - Drainage Consulting Service
(Fourth Option Year - 2026)

This RIDER made this _____ day of _____ 2026, is part of and is to be attached to the original Contract for Professional Service, made on February 15, 2022, by and between County of Kane and Huddleston-McBride Land Drainage Company of Rochelle, IL ("Contract") for drainage consultant service for the Kane County Division of Environmental and Water Resources Division.

The parties acknowledge the acquisition of Huddleston-McBride Land Drainage Company by Huddleston McBride Services, LLC, which requires an amendment to the Contract and all associated Service Riders for the change of name and shall be part of this RIDER below.

Supporting documents include the following:

1. Acceptance and Acquisition Letter and Notice of Name Change, dated February 27, 2026.
2. Resolution 21-399 and Original Contract for Professional Service.

(The above contract items and other supporting documents will be made available upon request)

The parties agree that the Contract and all associated documents and riders are amended to replace the name Huddleston-McBride Land Drainage Company with the name Huddleston McBride Services, LLC. All rights and obligations of each party under the Contract are unaffected by this change.

The County also requests, and Huddleston McBride Services, LLC agrees to the Contract extension for an additional one (1) year, providing consultation service at no cost increase, utilizing the existing Contract for Professional Service, executed on February 15, 2022, for a not to exceed $70,000.00 to be billed on a time and material basis, per budget year. The term of this service contract shall commence on the effective date of execution and shall continue for the duration of one (1) year (The "Term"), and shall expire in 2027.

This is the fourth and final option year as allowed and specified per RFQ 44-021. The parties hereto mutually agree that the aforesaid Contract for Service, of which this RIDER is a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this RIDER.

Contractor

Lindsey Dixon _____ 3/12/2026

Lindsey R. Dixon, President — Date
Huddleston McBride Services, LLC.
9504 E. Fowler Rd., Rochelle, IL 61068

The County of Kane

_____ _____

Corinne M. Pierog MA, MBA — Date
Chairman, County Board
Kane County, IL

Women Owned Small Business (WOSB)

Huddleston McBride Services, LLC
Lindsey R. Dixon, President
9504 East Fowler Rd., Rochelle, Il., 61068
Rudy Dixon, Operations, M. 618-559-2260
Email rdixon@huddlestonmcbride.com

Memo

Mr. Tim Keovongsak. CPPB
Kane Count Government
719 S. Batavia Avenue, Building A
Geneva, IL 60134

Date : February 27, 2026

>> RE: Huddleston McBride Services, LLC Acquires Huddleston McBride Land Drainage Company

Dear Mr. Keovongsak,

Huddleston McBride Services, LLC, hereinafter referred to as Services, has acquired Huddleston McBride Land Drainage Company, hereinafter referred to as Drainage. The change was due to a change in ownership from Thomas Huddleston and Fred J. McBride to Lindsey Dixon (Thomas' daughter) and Fred D. McBride (Fred J.'s son). Services have not changed any of the services provided to our clients. We strive to complete every project in the same manner as completed prior to the transition. Thomas Huddleston and Fred J. are now employees of the company and are continuing to provide the knowledge of drainage to our clients.
Please let us know if you need any additional information to complete the transition in the contract, as specified in the RFQ #44-021, from Drainage to Services. Service terms and conditions to remain firm for the duration of the one-year extension period. We appreciate your time.

Respectfully Submitted,
Lindsey R. Dixon
Lindsey R. Dixon, President
Huddleston McBride Services, LLC

CONTRACTOR DISCLOSURE

As of 2/27/2026 Huddleston McBride Services, LLC., to the best of our knowledge, the Owners, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official, countywide, in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Huddleston McBride Services, LLC.:

Lindsey Dixon — 51%
9962 E Fowler Road
Rochelle, IL 61068

Fredrick D. McBride — 49%
5001 S. Skare Road
Rochelle, IL 61068

Lindsey Dixon — 2/27/26

Officer — Date

Title

Subscribed and Sworn this 27 day of February, 2026

Abiah Schrader

Notary Public

OFFICIAL SEAL
ABIAH L SCHRADER
Notary Public, State of Illinois
Commission No. 999889
My Commission Expires November 12, 2028

FAMILIAL RELATIONSHIP DISCLOSURE

As of 2/27/26 Huddleston McBride Service, LLC., to the best of our knowledge, the Owners, Officers, or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Lindsey Dixon — Officer
Title

2/27/26 — Date

Subscribed and Sworn this 27 day of February, 2026

Abiah Schrader
Notary Public

OFFICIAL SEAL
ABIAH L SCHRADER
Notary Public, State of Illinois
Commission No. 999889
My Commission Expires November 12, 2028

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-218

AUTHORIZING A CONTRACT WITH SUSTAINED ABILITY CONSTRUCTION FOR PROFESSIONAL SERVICES RELATED TO KANE COUNTY ENERGY AUDIT AND REBATE PROGRAM

WHEREAS, rising energy costs are a growing financial burden for community residents, particularly for low and moderate-income households; and

WHEREAS, energy audits are an effective tool for identifying cost-effective energy efficiency improvements that reduce overall energy demand resulting in long-term cost savings for residents; and

WHEREAS, the Kane County Climate Action Implementation Plan recommends the identification of a sustainable funding source for increased utility assistance for low-income residents, including support for energy efficiency projects, such as weatherization; and

WHEREAS, the Kane County Energy and Environmental Committee directed civic contribution funds from the Electric Aggregation program be used for sustainability-focused measures that directly benefit the community (Resolution 21-322 Creation of Fund 421, March 11, 2022 E&E); and

WHEREAS, the Energy Audit and Rebate Program will utilize one hundred thousand dollars ($100,000) from Fund 421 to directly benefit unincorporated Kane County residents by reducing household energy consumption, lowering utility bills, and improving indoor comfort and safety; and

WHEREAS, the Purchasing Department issued a Request for Proposals (RFP #25-047-DH) seeking qualifications from experienced and qualified auditors to administer the Kane County Energy Audit and Rebate Program; and

WHEREAS, five responses were received and reviewed by the Kane County Staff, and the top two companies were interviewed by staff from the Department of Environmental and Water Resources, both of which were determined to be qualified for various Energy Audit and Rebate programs by Kane County the first contract of which will be awarded to Sustained Ability Construction.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to execute an agreement with Sustained Ability Construction for services related to the Kane County Energy Audit and Rebate Program in an amount not to exceed sixty thousand dollars ($60,000) for the two-year program (approximately $30,000 per year depending upon the number of audits completed each year).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that forty thousand dollars ($40,000) be allocated from Fund 421 for direct rebates for Energy Efficiency and Safety Measures for participants of the Energy Audit program to reduce household energy consumption, lower utility bills and improve indoor comfort and safety.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract with Sustained Ability Construction for Professional Services Related to Kane County Energy Audit and Rebate Program

Committee Flow:
Energy and Environmental Committee, Executive Committee, County Board

Contact:
Sarra Hinshaw – HinshawSarra@KaneCountyIL.gov

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $100,000
If not budgeted, explain funding source: Fund 421 Civic Contribution Fund	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution establishes support for energy audits and the implementation of a Climate Action Plan to help residents reduce energy use and lower utility costs. The Kane County Energy Audit and Rebate Program will use $100,000 from Fund 421 to directly benefit unincorporated Kane County residents by providing energy audits and rebates to facilitate the energy improvements.

CONTRACT FOR PROFESSIONAL SERVICES

RFP# #25-047-DH

Agreement for Energy Audits

This agreement is entered into and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** (the "***County***"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and (Sustained Ability Construction, LLC) (the "***Consultant***"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement
The County hereby retains the Consultant to perform energy audits for residents for Kane County Government located in Geneva, IL. The purpose of the contract is to help the County meet its Climate Action Implementation Plan goals by making home energy efficiency easier and more affordable for residents.

§ 2. Scope of services
The services to be provided by the Consultant (the "***Work***"), are set forth in **Exhibit 2.**

§ 3. Term of this agreement
The term of this agreement will commence as of the date hereof June 1, 2026 and continue, unless earlier terminated in accordance herewith, two (2) years, with a mutual option for three (3) additional 1-year renewal periods,

§ 4. Relationship of parties
The Consultant will serve as the County's professional engineering consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation
(a) The County will pay the Consultant an amount not to exceed ($60,000) for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of the total of all previous invoicing up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 1**. The County will pay each such invoice within 30 days of its receipt.

(b) The attendance of the Consultant at meetings of the Kane County Board and its various committees and subcommittees is not included in the amounts set forth above.

For each such meeting at which the Consultant's attendance is required by the Development Committee of the Kane County Board (the "***Committee***"), the Consultant will be paid per the hourly rates set forth in Exhibit 1.

§ 6. Time for completion of the work

The Work will be completed no later than June 2028.

§ 7. Terms and conditions

(a) The Director of the Kane County Department of (Environmental and Water Resources) (the "***Director***"), or their written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.

(b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 2**. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 1.** No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.

(c) The County may, anytime and without cause, upon a 30-day notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 30 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.

(d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.

(e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 8. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 9. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 10. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

§ 11. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

(a) Professional Liability	$2,000,000 per claim;
(b) General Liability	$2,000,000 combined single limit (or equivalent);
(c) Automobile Liability	$1,000,000 combined single limit (or equivalent);
(d) Excess Liability	$2,000,000 each occurrence; and
(e) Workers Compensation	Statutory Worker's Compensation Insurance, including occupational disease with Employer’s Liability limit shall be in compliance with limit of the State of Illinois.

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity
Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

§ 13. No subcontracts without County Consent
The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 14. Notice
Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent via email, or by first class mail, postage prepaid to the Kane County Department of (Environmental and Water Resources), attention (Jodie Wollnik), Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134. WollnikJodie@kanecountyil.gov

Notice via fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 15. Miscellaneous
(a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

(b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.

(c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.

(d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.

(e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this

agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.

(f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.

(g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

The County of Kane	Sustained Ability Construction, LLC
_____	_____
Corinne Pierog MA, MBA Chairman, County Board Construction, LLC	Craig Schneider Owner of Sustained Ability
_____	_____
Date	Date

EXHIBIT 1

(Hourly Rates)

This estimate outlines the hourly cost of services, tasks, deliverables, and responsibilities for **Sustained Ability Construction, LLC** (the “Consultant”) in providing services for the **County of Kane** (the “County”).

A Project Management cost of $24,000 (24%) will be billed at a flat rate as outlined in the Scope of Work document to Sustained Ability Construction, LLC for management services such as planning program with staff, communication with participants and conducting QA process as well as:

1) Presenting the program at a County Board Meeting; and
2) Zoom calls and in person meetings with County staff in 2026, 2027, 2028.

A total of $36,000 (36%) will be billed at a flat rate as outlined in the Scope of Work document to Sustained Ability Construction, LLC for administration for performing energy audits and providing reports to participants.

Payment of management costs will be paid in one lump sum. Sustained Ability Construction, LLC will provide a monthly invoice and payment of $1,200 per completion of audits will be administered.

EXHIBIT 2

(The Work)

Scope of Work

The Energy Auditor shall provide energy audits for 18 Kane County residents with household incomes above 80% of Area Median Income (AMI) and 12 residents with household incomes below 80% of AMI. Services shall include, but are not limited to:

(a) Scheduling and conducting in-home residential energy audits

(b) Identification of cost-effective energy efficiency improvements

(c) Preparation and delivery of written audit reports summarizing findings and recommended upgrades

(d) Follow-up phone call with residents for answering questions

---

Timeline

The Energy Auditor shall perform the work according to the following general timeline, unless otherwise modified in writing by the Parties:

(a) **Program Launch:** Summer of 2026

(b) **Selection of participants:** The program will be open for applicants for 6 weeks and County Staff and Sustained Ability Construction, LLC will determine within 2 weeks.

(c) **Contact with customers:** County Staff will contact residents initially and determine their eligibility based on proof of income. Afterwards, Sustained Ability Construction, LLC should contact residents within 2 weeks after they are selected to start the scheduling process.

(d) **Energy Audits:** Audits should be performed at the convenience of the homeowner and Sustained Ability Construction, LLC and completed no later than June 2028.

(e) **Audit Reports:** Delivered to participating households within 30 days of audit completion.

Eligibility Requirements

The Energy Auditor understands that to be eligible to participate in the Program, residents must meet all of the following requirements:

(a) Be a resident of unincorporated Kane County

(b) Own and occupy the residence where the energy audit will occur. If you rent the property, the owner can apply on your behalf.

(c) Applicants must provide income information demonstrating they are below 80% AMI for the Chicago-Joliet-Naperville, IL HUD Metro FMR Area.

Household Size	**Area Median Income Limits 2025**
	80%
1	$67,150
2	$76,750
3	$86,350
4	$95,900
5	$103,600
6	$111,250
7	$118,950
8	$126,600

Audits cannot be completed until County staff has verified the above criteria.

County Survey

After the energy audits are completed, the County will contact the resident and ask them to complete a survey regarding program feedback and questions regarding the type of energy improvements they plan to conduct. Results will be shared with Sustained Ability Construction, LLC.

Budget Breakdown

Number of Units	Type of Service	Applicable	Dollar Amount
30	Project Management: Planning program with staff, communication with participants, conducting QA process etc	SAC	$24,000
30	Energy Audits (Total)	SAC/Resident	$36,000

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-219

AUTHORIZING THE CHIEF JUDGE TO AWARD AND EXECUTE A CONTRACT FOR THE KANE COUNTY COURTHOUSE BENCH PROJECT

WHEREAS, there is an urgent need to perform a construction project that directly affects the safety and security of Judges and court personnel in three (3) courtrooms at the Kane County Courthouse in Geneva, Illinois ("Kane County Courthouse Bench Project"); and

WHEREAS, the Kane County Courthouse Bench Project will address the size and placement of the benches in courtrooms 120, 210, and 220, which are currently not constructed to accommodate computer equipment and offer no barrier between the Judge and litigants in often highly charged cases involving foreclosures, debt collection, private citizen disputes, and others; and

WHEREAS, Judiciary & Courts will work with the Purchasing Department to competitively bid the Kane County Courthouse Bench Project in compliance with procedures set forth in the Kane County Purchasing Article; and

WHEREAS, due to the urgency of this project, the Kane County Board desires to expressly authorize the Chief Judge, in consultation with the Executive Director of Information Technologies and Building Management, to award and execute a contract with the lowest responsible bidder for the Kane County Courthouse Bench Project, as determined through the procurement process; and

WHEREAS, adequate funds are available in the Judicial Construction Fund, and the project will have no impact on the County's General Fund.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Chief Judge to award and execute a contract with the lowest responsible bidder for the Kane County Courthouse Bench Project in an amount not to exceed Eight-Hundred Fifty-Thousand Dollars ($850,000), in compliance with procedures set forth in the Kane County Purchasing Article and in consultation with the Executive Director of Information Technologies and Building Management, and subject to the review and approval of the Kane County State's Attorney's Office.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Chief Judge to Award and Execute a Contract for the Kane County Courthouse Bench Project

Committee Flow:
Executive Committee, County Board

Contact:
Click or tap here to enter text.

Budget Information:

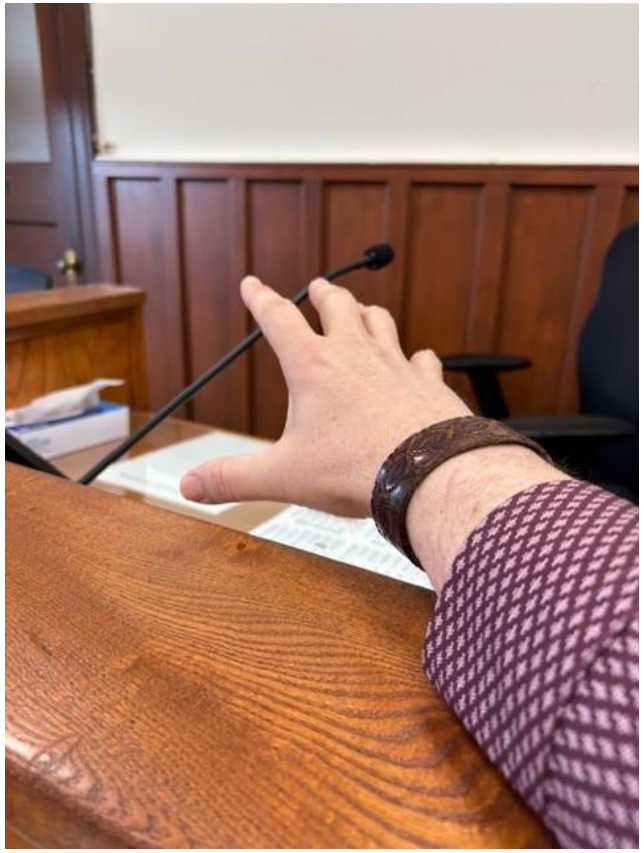
Was this item budgeted? Yes	Appropriation Amount: $850,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

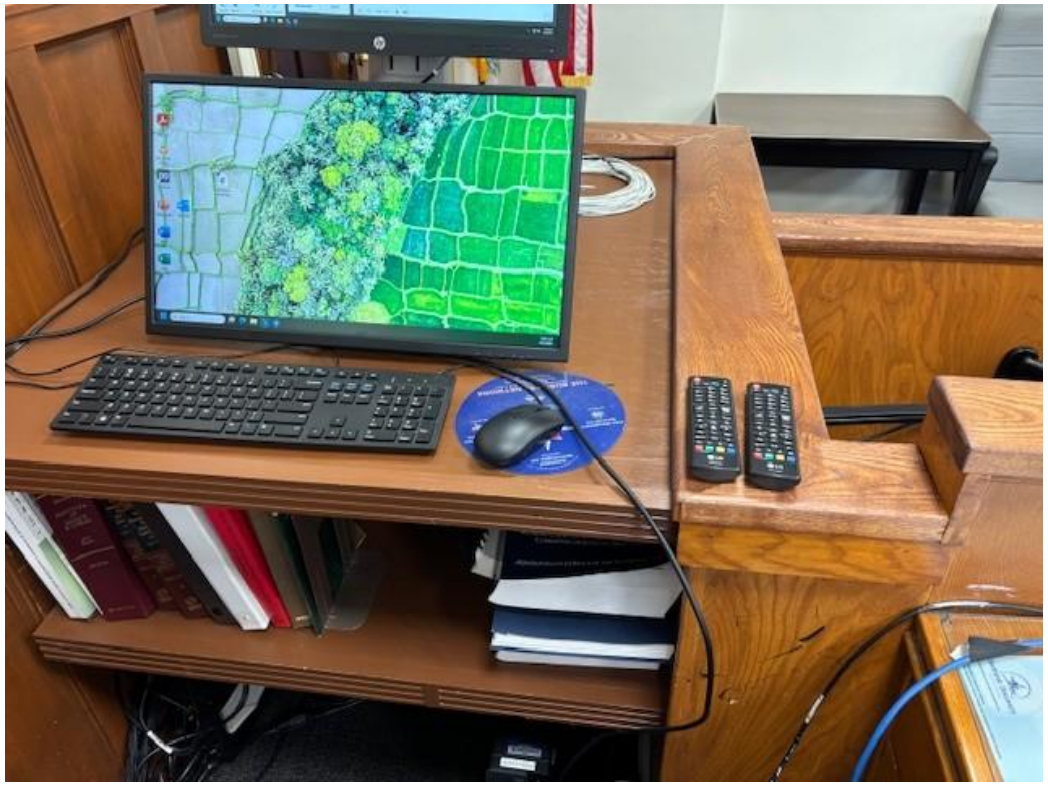
Authorizing the Chief Judge to Award and Execute a Contract for the Kane County Courthouse Bench Project.

Kane County Courthouse Bench Project

Front of Bench- CR210



Bench- Judges View- CR210



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-220

AUTHORIZING A SHORT-TERM EXTENSION FOR ACCESS CONTROL SYSTEM CONTRACTS WITH ALARM DETECTION SYSTEMS, INC. AND CONVERGINT TECHNOLOGIES FOR THE KANE COUNTY INFORMATION TECHNOLOGIES DEPARTMENT DUE TO ONGOING PROJECTS (BID# 30-019)

WHEREAS, the Kane County Information Technologies and Building Management Departments work with various Offices and Departments regarding security and building access systems to provide consistency and efficiency in the operation of such systems; and

WHEREAS, the previous contract was competitively solicited and awarded by the County Board on September 10. 2019 per Resolution No. 19-309 to 1.) Convergint Technologies of Schaumburg, IL, and 2.) Alarm Detection Systems of Aurora, IL for a two (2) year term with an option for an additional two (2) twenty-four (24) month contract extensions which was used per Resolution No. 24-100. The service contracts provide performing security camera and building access control systems design, installation, maintenance, training and monitoring at various Kane County facilities; and

WHEREAS, this short-term extension is requested due to unfinished projects that are ARPA funded that are beyond the contract completion date. The vendors, Convergint Technologies and ADS, have agreed to the same service terms and conditions, as well as pricing as outlined in the existing contracts. This short-term extension is requested through the end of calendar year: December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to enter into a short-term contract extension due to unfinished projects that are ARPA funded with 1.) Convergint Technologies of Schaumburg, IL, and 2.) Alarm Detection Systems of Aurora, IL. This extension will be through December, 31, 2026 utilizing any funds allocated by ARPA to this project.

Line Item: 355.800.66813.70120, Various
Line Item Description: Special Purpose Equipment, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A
Are funds currently available for this Personnel/Item/Service in the specific line item? N/A
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Short-Term Extension for Access Control System Contracts with Alarm Detection Systems, Inc. and Convergint Technologies for the Kane County Information Technologies Department due to Ongoing Projects (BID# 30-019)

Committee Flow:
Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

The Kane County Information Technologies and Building Management Departments work with various Offices and Departments regarding security and building access systems to provide consistency and efficiency in the operation of such systems. The service contracts provide performing security camera and building access control systems design, installation, maintenance, training and monitoring at various Kane County facilities and this short-term extension is requested due to unfinished projects that are ARPA funded that are beyond the contract completion date. The vendors, Convergint Technologies and ADS, have agreed to the same service terms and conditions, as well as pricing as outlined in the existing contracts. This short-term extension is requested through the end of calendar year: December 31, 2026.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Ave., Bldg. A
Geneva, IL 60137

Phone: (630) 232-5929
Fax: (630) 208-5107

Short-Term Extension of Contract for Access Control System

This RIDER made effective as of the date of final execution, is part of and is to be attached to the original Proposal Response Form (RFP #30-019), per Resolution No. 19-309 by and between County of Kane and Alarm Detection Systems, Inc. for Access Control Systems.

The County hereby requests and Alarm Detection Systems mutually agree to short-term extension of current contract to complete project work that remains unfinished beyond the contract completion date.

The extension is limited to the work and deliverables detailed in Exhibit 1 (Project Summary). The extension does not apply to new projects, services, or scopes of work not described, or related to those listed, in Exhibit 1. The costs, scopes of services, terms and conditions will otherwise remain unchanged and in accordance with the scope of the original RFP and shall be in compliance with all ARPA requirements.

The parties hereto mutually agree to the renewal of the aforementioned Contract of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms, pricing, and conditions thereof, ending December 31, 2026.

_____ _____
Robert E Lubic — Date
Vice President
Alarm Detection Systems, Inc.

_____ _____
Corinne Pierog MA, MBA — Date
Chairman, County Board
Kane County, Illinois

DRAFT

EXHIBIT 1

Alarm Detection Systems, Inc – Project Summary

Elgin

- Add additional readers to doors in County Clerk suite 600
- Add a burglar alarm keypad to the employee entrance County Clerk suite 600

Government Center

- Add card reader to glass door that will be installed on 1st floor hallway building A
- Add camera to cover upper lot building B
- Add camera to exterior building E to cover parking near forest preserve.
- Temperature alert equipment relocation into the data center building B (ITD)

PO Number	Description	G/L Date	Amount	Expensed	Encumbered
2024-00001934	Project: Access Control- Camera in Data Room at Circuit Clerk	09/09/2024	$2842.50	$0.00	$2842.50
2024-00001935	Project: Access Control- Cameras in Garage	09/09/2024	$1716.00	$0.00	$1716.00
2024-00001939	Project: Access Control- Card Readers Health Department	09/09/2024	$8570.00	$0.00	$8570.00
2024-00001944	Project: Access Control- Cameras 2nd Floor Data Room & North Lot	09/09/2024	$4884.64	$0.00	$4884.64
2024-00001946	Project: Access Control- Data Room Readers at CIC	09/09/2024	$4844.00	$0.00	$4844.00
2024-00001947	Project: Access Control- 20 Readers Building A	09/09/2024	$97227.93	$83953.25	$13274.68
2024-00001948	Project: Access Control- License Plate Cameras for Main Entrance	09/09/2024	$9082.00	$0.00	$9082.00
2024-00001949	Project: Access Control- Board Room	09/09/2024	$4900.00	$0.00	$4900.00
2024-00002285	Project: Access Control - BLDG A Room 203 Reader	10/30/2024	$5497.00	$0.00	$5497.00
2024-00002286	Project: Access Control - Camera in Safe Room of Clerk's Office	10/30/2024	$1720.50	$0.00	$1720.50
2024-00002315	Project: Access Control - Building A Room 212	11/06/2024	$4568.00	$0.00	$4568.00
2025-00000031	Project: Access Control - Kane County SAO/PHD - Elgin	12/06/2024	$121984.55	$30184.42	$91800.13
2025-00000110	Project: Access Control - Coroner's Office Reader	12/19/2024	$1322.00	$0.00	$1322.00
2025-00000112	Project: Access Control - BLDG A Camera Modification	12/19/2024	$3583.00	$0.00	$3583.00
2025-00000136	Project: Access Control - Sprinkler and Data Room Door	12/20/2024	$6050.00	$0.00	$6050.00
2025-00000137	Project: Access Control - IT Closet at BLD Readers	12/20/2024	$4990.00	$0.00	$4990.00
2025-00000138	Project: Access Control - LL Mechanical Room	12/20/2024	$6880.00	$0.00	$6880.00
2025-00000140	Project: Access Control - CAMERA ON WEST SIDE OF BUILDING B	12/20/2024	$1996.00	$0.00	$1996.00
2025-00000168	ARPA Access Control Project: IT Room to MPA Panel	12/26/2024	$10106.06	$10106.06	$0.00
2025-00000169	ARPA Access Control Project: Video Surveillance and access cont	12/26/2024	$138776.43	$125928.43	$12848.00
2025-00001355	Project: Access Control - IT Data Room Card Readers	06/02/2025	$5096.26	$0.00	$5096.26
2025-00002031	Project: Access Control	09/17/2025	$6847.50	$6847.50	$0.00

DRAFT

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Ave., Bldg. A
Geneva, IL 60137

Phone: (630) 232-5929
Fax: (630) 208-5107

Short-Term Extension of Contract for Access Control System

This RIDER made effective as of the date of final execution, is part of and is to be attached to the original Proposal Response Form (RFP #30-019), per Resolution No. 19-309 by and between County of Kane and Convergint Technologies for Access Control Systems.

The County hereby requests and Convergint mutually agree to short-term extension of current contract to complete project work that remains unfinished beyond the contract completion date.

The extension is limited to the work and deliverables detailed in Exhibit 1 (Project Summary). The extension does not apply to new projects, services, or scopes of work not described, or related to those listed, in Exhibit 1. The costs, scopes of services, terms and conditions will otherwise remain unchanged and in accordance with the scope of the original RFP and shall be in compliance with all ARPA requirements.

The parties hereto mutually agree to the renewal of the aforementioned Contract of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms, pricing, and conditions thereof, ending December 31, 2026.

_____ _____

Kevin Sheridan
Senior Vice President
Convergint Technologies LLC

Date

_____ _____

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

DRAFT

EXHIBIT 1

Convergint Technologies – Project Summary

Judicial Center

- Add 26 card readers to court rooms – pending additional funding, not reflected in PO

KBC/SAO

- Add 2 card readers to the new SAO buildout.

3rd Street Courthouse

- Add 3 card readers to room 240

PO Number	Description	G/L Date	Amount	Expensed	Encumbered
2025-00000591	ARPA Access Control Project: Additional licenses- card readers	02/26/2025	$2688.33	$0.00	$2688.33
2025-00000184	Project: Access Control - Convergint	01/02/2025	$91288.44	$53384.90	$37903.54

DRAFT

COUNTY OF KANE
Purchasing Department
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107

February 2, 2026

SHORT-TERM EXTENSION
CONTRACT SYNOPSIS

Requesting Department:	Kane County Information Technology Department
Procurement Name:	30-019 Access Control System
Awarded Vendor:	Convergint Technologies & Alarm Detection System

PURPOSE:

Seeking approval of a short-term extension for Access Control System contracts for the Kane County Information Technology Department due to ongoing projects

The previous contract was competitively solicited and awarded by the County Board on September 10, 2019 per Res. No. 19-309, to 1) Convergint Technologies of Schaumburg, IL, and 2) Alarm Detection System of Aurora, IL for a two (2) year term with an option for an additional two (2) twenty-four (24) month contract extensions. The service contracts provide performing security camera and building access control systems design, installation, maintenance, training and monitoring at various Kane County facilities.

This short-term extension is requested due to unfinished projects that are beyond the contract completion date. The vendors, Convergint Technologies and ADS, have agreed to the same service terms and conditions, as well as pricing as outlined in the existing contracts. This short-term extension is requested through the end of calendar year: December 31, 2026.

Staff recommend approval of the contract extension pending approval by the Committee and the Kane County Board.

The new contract extension is effective upon execution by the Kane County Board Chairman.

Submitted By:

Danielle Hoffman

Buyer, Kane County Purchasing Department

cc: *Bid file*
ITD

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-221

APPROVING MARCH 2026 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the County Chair and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling $10,973,189.47; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and Payable.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that payment of the claims totaling Ten Million, Nine-Hundred and Seventy-three Thousand, One Hundred and Eighty-nine Dollars and Forty-seven Cents ($10,973,189.47) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving March 2026 Claims Paid

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Penny Wegman, 630.232.5918

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

OFFICE OF THE KANE COUNTY AUDITOR

Penny Wegman, Kane County Auditor

March 2026
Monthly Claims Paid Report

Porfirio Lara
Chief Deputy Auditor

Mayte Castellanos
Emma Saveley
Staff Auditors

Dalia Samak
Accounts Payable Specialist

719 S. Batavia Ave, Geneva, IL 60134
(630) 232-5915

CLAIMS PAID REPORT MARCH 2026 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Kane County Recorder	Intergovt Receivable- State		General Fund	3/10/2026	572.00
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	3/9/2026	10,000.00
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	3/9/2026	94.60
Corinne M. Pierog	Conferences & Meetings - Chairman	County Board	General Fund	3/23/2026	13.50
JP Morgan Chase Bank, N.A.	Office Supplies	County Board	General Fund	3/23/2026	424.63
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	3/23/2026	41.57
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	3/23/2026	54.70
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	3/23/2026	197.28
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	3/9/2026	24.93
Baker Tilly Advisory Group Parent, LP	Certified Audit Contract	Finance	General Fund	3/9/2026	22,000.00
Lauterbach & Amen, LLP	Contractual/Consulting Services	Finance	General Fund	3/23/2026	18,200.00
JP Morgan Chase Bank, N.A.	General Association Dues	Finance	General Fund	3/23/2026	800.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	3/9/2026	11.97
The Tree House, Inc.	Office Supplies	Finance	General Fund	3/9/2026	192.61
Toshiba America Business Solutions, Inc	Office Supplies	Finance	General Fund	3/9/2026	202.44
The Tree House, Inc.	Office Supplies	Finance	General Fund	3/23/2026	104.01
Amazon Capital Services Inc	Books and Subscriptions	Finance	General Fund	3/9/2026	779.00
Roger Fahnestock	Contractual/Consulting Services	Information Technologies	General Fund	3/23/2026	228.00
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	3/23/2026	1,590.66
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Information Technologies	General Fund	3/23/2026	35.28
Paddock Publications (Daily Herald)	Contractual/Consulting Services	Information Technologies	General Fund	3/23/2026	39.10
Telcom Innovations Group, LLC	Repairs and Maint- Comm Equip	Information Technologies	General Fund	3/9/2026	240.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Comm Equip	Information Technologies	General Fund	3/23/2026	2,172.32
LMC Enterprises, Inc. dba Initial Impressions	Office Supplies	Information Technologies	General Fund	3/9/2026	12.85
Roskuszka & Sons dba Wallys Printing	Office Supplies	Information Technologies	General Fund	3/9/2026	213.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	3/9/2026	73.34
JP Morgan Chase Bank, N.A.	Office Supplies	Information Technologies	General Fund	3/23/2026	135.47
JP Morgan Chase Bank, N.A.	Office Supplies	Information Technologies	General Fund	3/23/2026	756.01
JP Morgan Chase Bank, N.A.	Office Supplies	Information Technologies	General Fund	3/23/2026	139.00
Trademan Photography, LLC	Office Supplies	Information Technologies	General Fund	3/23/2026	278.00
JP Morgan Chase Bank, N.A.	Computer Related Supplies	Information Technologies	General Fund	3/23/2026	1,170.70
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	3/9/2026	7.56
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	3/9/2026	154.52
Canon USA, Inc.	Printing Supplies	Information Technologies	General Fund	3/23/2026	588.84
Canon USA, Inc.	Printing Supplies	Information Technologies	General Fund	3/23/2026	366.23
WEX Bank	Fuel- Vehicles	Information Technologies	General Fund	3/23/2026	139.57
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/9/2026	718.73
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/23/2026	715.97
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/23/2026	3,642.21
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/23/2026	274.69
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/23/2026	190.80
Eco Clean Maintenance, Inc.	Janitorial Services	Building Management	General Fund	3/9/2026	13,869.00
Warehouse Direct, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	85.00
Weatherguard Roofing Co	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	950.00
Weatherguard Roofing Co	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	350.00
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	115.96
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	24.60
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	29.99
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	95.88

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	64.95
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	26.96
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	12.44
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	152.19
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	71.19
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	4.30
Midwest Power Industry, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	660.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	54.25
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	25.99
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	25.99
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	695.00
South Side Control Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	149.34
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	10,212.36
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	884.20
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	530.52
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	1,529.06
AED Service America, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	107.09
Alan & Associates, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	450.00
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	364.00
Barr Mechanical Sales, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	760.00
Convergint Technologies LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	1,140.00
Dreisilker Electric Motors Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	937.26
F.E. Moran, Inc. Fire Protection of Northern IL	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	1,275.00
F.E. Moran, Inc. Mechanical Services	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	1,772.92
G.W. Berkheimer Co, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	573.36
G.W. Berkheimer Co, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	(441.44)
G.W. Berkheimer Co, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	114.18
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	508.56
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	2,061.22
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	70.52
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	35.60
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	1,129.88
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	15.37
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	3,245.36
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	2,786.48
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/9/2026	357.50
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	448.52
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	131.14
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	1,572.96
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	1,274.85
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	2,762.62
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	453.75
Belfor USA Group, Inc. dba Belfor Property	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	993.43
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	47,958.93
Alert Fire Protection, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	2,522.17
Alert Fire Protection, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	3,350.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	962.98
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	2,526.00
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	1,066.00
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	2,004.40
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	353.68

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
South Side Control Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	387.88
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	3,316.13
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	1,219.00
Sheaffer & Roland, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	450.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	141.49
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	83.99
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	106.74
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	38.14
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	13.99
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	68.12
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	53.37
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	498.28
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	27.04
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	128.36
Midwest Power Industry, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	1,890.74
Neuco, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	495.75
Neuco, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	737.95
Neuco, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	757.17
Office of the Illinois State Fire Marshal	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	280.00
Paddock Publications (Daily Herald)	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	43.70
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	26.09
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	2,782.92
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	6,533.94
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	2,331.41
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	507.77
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	495.72
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	32.99
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	15.25
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	142.00
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	80.33
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	84.20
Wm. Horn Structural Steel Co.	Repairs and Maint- Buildings	Building Management	General Fund	3/23/2026	960.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Grounds	Building Management	General Fund	3/23/2026	110.40
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	3/23/2026	1,200.00
Driverge Vehicle Innovations LLC dba US Upfitters	Repairs and Maint- Vehicles	Building Management	General Fund	3/9/2026	312.50
R-Equipment Co, LLC	Repairs and Maint- Vehicles	Building Management	General Fund	3/9/2026	7,497.34
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Building Management	General Fund	3/23/2026	1,200.90
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	3/23/2026	250.00
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	3/23/2026	45.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Building Management	General Fund	3/23/2026	76.84
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	3/23/2026	535.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	3/23/2026	285.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	3/23/2026	275.00
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/9/2026	2,399.80
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/9/2026	2,440.30
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/23/2026	440.48
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/23/2026	459.07
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/23/2026	5,438.52
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/23/2026	1,098.00
Batavia Instant Print Inc	General Printing	Building Management	General Fund	3/23/2026	75.00
JP Morgan Chase Bank, N.A.	Employee Mileage Expense	Building Management	General Fund	3/23/2026	13.50

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Building Management	General Fund	3/9/2026	185.20
JP Morgan Chase Bank, N.A.	Operating Supplies	Building Management	General Fund	3/23/2026	669.25
JP Morgan Chase Bank, N.A.	Operating Supplies	Building Management	General Fund	3/23/2026	15.48
City of Geneva	Utilities- Sewer	Building Management	General Fund	3/9/2026	207.98
City of Geneva	Utilities- Sewer	Building Management	General Fund	3/9/2026	252.35
City of Geneva	Utilities- Sewer	Building Management	General Fund	3/9/2026	78.72
City of St. Charles	Utilities- Sewer	Building Management	General Fund	3/9/2026	144.54
City of St. Charles	Utilities- Sewer	Building Management	General Fund	3/9/2026	1,004.23
City of St. Charles	Utilities- Sewer	Building Management	General Fund	3/9/2026	1,274.04
City of St. Charles	Utilities- Sewer	Building Management	General Fund	3/9/2026	25.37
City of St. Charles	Utilities- Sewer	Building Management	General Fund	3/9/2026	11,766.84
City of St. Charles	Utilities- Sewer	Building Management	General Fund	3/9/2026	275.02
City of Geneva	Utilities- Sewer	Building Management	General Fund	3/23/2026	11.48
City of Geneva	Utilities- Sewer	Building Management	General Fund	3/23/2026	11.48
City of Geneva	Utilities- Sewer	Building Management	General Fund	3/23/2026	210.77
City of Elgin	Utilities- Sewer	Building Management	General Fund	3/23/2026	68.06
City of Geneva	Utilities- Water	Building Management	General Fund	3/9/2026	369.68
City of Geneva	Utilities- Water	Building Management	General Fund	3/9/2026	941.47
City of Geneva	Utilities- Water	Building Management	General Fund	3/9/2026	141.16
City of St. Charles	Utilities- Water	Building Management	General Fund	3/9/2026	136.58
City of St. Charles	Utilities- Water	Building Management	General Fund	3/9/2026	768.96
City of St. Charles	Utilities- Water	Building Management	General Fund	3/9/2026	970.56
City of St. Charles	Utilities- Water	Building Management	General Fund	3/9/2026	8,831.26
City of St. Charles	Utilities- Water	Building Management	General Fund	3/9/2026	244.60
City of Geneva	Utilities- Water	Building Management	General Fund	3/23/2026	25.85
City of Geneva	Utilities- Water	Building Management	General Fund	3/23/2026	29.02
City of Geneva	Utilities- Water	Building Management	General Fund	3/23/2026	622.54
City of Elgin	Utilities- Water	Building Management	General Fund	3/23/2026	374.29
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	3/9/2026	3,236.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	3/23/2026	3,236.00
Grainger Inc	Cleaning Supplies	Building Management	General Fund	3/9/2026	107.00
Grainger Inc	Cleaning Supplies	Building Management	General Fund	3/23/2026	1,003.93
JP Morgan Chase Bank, N.A.	Cleaning Supplies	Building Management	General Fund	3/23/2026	659.23
JP Morgan Chase Bank, N.A.	Cleaning Supplies	Building Management	General Fund	3/23/2026	46.19
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	3/23/2026	7,506.69
Red Wing Shoe Store	Uniform Supplies	Building Management	General Fund	3/9/2026	450.00
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	592.24
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	2,104.07
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	370.02
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	1,073.17
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	906.15
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	260.77
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	424.04
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	289.27
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	3/9/2026	1,438.61
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	3/23/2026	48,702.48
City of Geneva	Utilities- Electric	Building Management	General Fund	3/9/2026	9,637.81
City of Geneva	Utilities- Electric	Building Management	General Fund	3/9/2026	39.73
City of St. Charles	Utilities- Electric	Building Management	General Fund	3/9/2026	59.65
City of St. Charles	Utilities- Electric	Building Management	General Fund	3/9/2026	9,819.42
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	62.01

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	108.65
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	60.61
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	71.88
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	97.22
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	119.45
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	571.00
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	100.82
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	62.01
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	55.15
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	115.86
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	750.18
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	116.94
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	203.95
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	54.56
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	162.84
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	74.87
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	154.58
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	161.68
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	611.77
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	1,801.01
ComEd	Utilities- Electric	Building Management	General Fund	3/9/2026	491.97
ComEd	Utilities- Electric	Building Management	General Fund	3/23/2026	7,490.57
ComEd	Utilities- Electric	Building Management	General Fund	3/23/2026	4,138.36
ComEd	Utilities- Electric	Building Management	General Fund	3/23/2026	281.48
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	3/23/2026	6,606.23
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	3/23/2026	4,501.08
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	3/23/2026	7,020.88
Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	3/23/2026	33,683.17
City of Geneva	Utilities- Electric	Building Management	General Fund	3/23/2026	74.62
City of Geneva	Utilities- Electric	Building Management	General Fund	3/23/2026	135.81
City of Geneva	Utilities- Electric	Building Management	General Fund	3/23/2026	4,804.64
Petroleum Traders Corporation	Fuel- Vehicles	Building Management	General Fund	3/23/2026	886.10
Petroleum Traders Corporation	Fuel- Vehicles	Building Management	General Fund	3/23/2026	263.07
Petroleum Traders Corporation	Fuel- Vehicles	Building Management	General Fund	3/23/2026	128.08
Petroleum Traders Corporation	Fuel- Vehicles	Building Management	General Fund	3/23/2026	668.03
Identisys, Inc.	Repairs and Maint- Copiers	Human Resource Management	General Fund	3/23/2026	621.00
Illinois State Police	Miscellaneous Contractual Exp	Human Resource Management	General Fund	3/9/2026	10.00
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	3/23/2026	200.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	3/9/2026	3.99
Toshiba America Business Solutions, Inc	Office Supplies	Human Resource Management	General Fund	3/9/2026	169.90
The Tree House, Inc.	Office Supplies	Human Resource Management	General Fund	3/9/2026	194.14
Warehouse Direct, Inc.	Office Supplies	Human Resource Management	General Fund	3/9/2026	18.36
JP Morgan Chase Bank, N.A.	Office Supplies	Human Resource Management	General Fund	3/23/2026	25.89
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	County Auditor	General Fund	3/23/2026	60.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Auditor	General Fund	3/23/2026	25.49
Illinois Association of County Officials	Conferences and Meetings	County Auditor	General Fund	3/23/2026	300.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	County Auditor	General Fund	3/9/2026	2.99
JP Morgan Chase Bank, N.A.	Office Supplies	County Auditor	General Fund	3/23/2026	40.98
US Bancorp Asset Management, Inc. dba PFMAM	Bank Service Charges	Treasurer/Collector	General Fund	3/19/2026	4,582.92
Toshiba America Business Solutions, Inc	Repairs and Maint- Computers	Treasurer/Collector	General Fund	3/9/2026	19.15
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	40.34

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	114.28
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	221.79
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	490.49
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	(229.98)
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	(229.98)
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	12.97
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	186.26
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	273.94
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	103.92
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	3/9/2026	(63.79)
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	3/23/2026	67.71
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	3/9/2026	90.04
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	3/23/2026	244.31
Mark D. Armstrong	Conferences and Meetings	Supervisor of Assessments	General Fund	3/9/2026	300.00
Holly Winter	Conferences and Meetings	Supervisor of Assessments	General Fund	3/9/2026	300.00
Mark D. Armstrong	Conferences and Meetings	Supervisor of Assessments	General Fund	3/23/2026	319.20
Akiyo Saito-Schum	Employee Training	Supervisor of Assessments	General Fund	3/23/2026	50.00
Mark D. Armstrong	Employee Mileage Expense	Supervisor of Assessments	General Fund	3/23/2026	289.20
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Supervisor of Assessments	General Fund	3/9/2026	2.99
Groot Recycling dba Accurate Document Destruction	Office Supplies	Supervisor of Assessments	General Fund	3/23/2026	169.05
Eco Clean Maintenance, Inc.	Repairs and Maint- Buildings	County Clerk	General Fund	3/23/2026	650.00
ThermFlo, Inc.	Repairs and Maint- Buildings	County Clerk	General Fund	3/23/2026	1,165.00
Cummins-Allison Corporation	Repairs and Maint- Copiers	County Clerk	General Fund	3/9/2026	512.00
American Legal Publishing Corp.	Legal Printing	County Clerk	General Fund	3/23/2026	1,130.00
Christine Mazzei	Employee Mileage Expense	County Clerk	General Fund	3/9/2026	22.62
Christine Mazzei	Employee Mileage Expense	County Clerk	General Fund	3/9/2026	16.97
Georgina Lynn McShane	Employee Mileage Expense	County Clerk	General Fund	3/9/2026	22.40
Christine Mazzei	Employee Mileage Expense	County Clerk	General Fund	3/23/2026	56.55
JP Morgan Chase Bank, N.A.	Office Supplies	County Clerk	General Fund	3/23/2026	172.44
City of Aurora	Operating Supplies	County Clerk	General Fund	3/23/2026	420.00
Devnet Incorporated	Operating Supplies	County Clerk	General Fund	3/23/2026	2,150.00
JP Morgan Chase Bank, N.A.	Operating Supplies	County Clerk	General Fund	3/23/2026	97.14
Kane County Clerk - Petty Cash	Operating Supplies	County Clerk	General Fund	3/23/2026	320.00
NVZ, Inc.	Operating Supplies	County Clerk	General Fund	3/23/2026	246.90
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	3/9/2026	454.10
DFM Associates	Software Licensing Cost	County Clerk	General Fund	3/9/2026	12,341.00
Alarm Detection Systems, Inc.	Security Services	County Clerk	General Fund	3/23/2026	656.94
Blue Peak Tents, Inc.	Equipment Rental	County Clerk	General Fund	3/9/2026	4,380.00
Blue Peak Tents, Inc.	Equipment Rental	County Clerk	General Fund	3/9/2026	4,380.00
Super Sports Automotive, Corp	Repairs and Maint- Vehicles	County Clerk	General Fund	3/23/2026	95.00
Super Sports Automotive, Corp	Repairs and Maint- Vehicles	County Clerk	General Fund	3/23/2026	95.00
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	3/9/2026	681.90
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	3/9/2026	105.80
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	3/23/2026	3,188.00
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	3/23/2026	814.80
Shaw Suburban Media dba Shaw Media	Legal Printing	County Clerk	General Fund	3/23/2026	3,219.89
John A. Cunningham	Conferences and Meetings	County Clerk	General Fund	3/9/2026	253.12
Illinois Association of County Officials	Conferences and Meetings	County Clerk	General Fund	3/23/2026	300.00
Georgina Lynn McShane	Employee Mileage Expense	County Clerk	General Fund	3/9/2026	19.58
IL Association of County Clerks & Recorders IACCR	General Association Dues	County Clerk	General Fund	3/23/2026	1,065.00
BASE IV, LLC	Miscellaneous Contractual Exp	County Clerk	General Fund	3/9/2026	700.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
BASE IV, LLC	Miscellaneous Contractual Exp	County Clerk	General Fund	3/23/2026	3,412.50
Menards, Inc.	Office Supplies	County Clerk	General Fund	3/23/2026	103.15
Verizon Wireless	Operating Supplies	County Clerk	General Fund	3/9/2026	5,227.76
WEX Bank	Operating Supplies	County Clerk	General Fund	3/23/2026	150.24
Groot Recycling dba Accurate Document Destruction	Operating Supplies	County Clerk	General Fund	3/23/2026	455.00
JP Morgan Chase Bank, N.A.	Operating Supplies	County Clerk	General Fund	3/23/2026	2,002.14
JP Morgan Chase Bank, N.A.	Operating Supplies	County Clerk	General Fund	3/23/2026	3,945.48
Menards, Inc.	Operating Supplies	County Clerk	General Fund	3/23/2026	18.57
Menards, Inc.	Operating Supplies	County Clerk	General Fund	3/23/2026	16.99
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	3/9/2026	218.14
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	3/9/2026	191.25
JP Morgan Chase Bank, N.A.	Books and Subscriptions	County Clerk	General Fund	3/23/2026	42.00
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	3/9/2026	1,459.00
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	3/9/2026	678.00
VR Systems, Inc.	Voting Systems and Accessories	County Clerk	General Fund	3/23/2026	33,150.00
David C. King	Employee Mileage Expense	Recorder	General Fund	3/23/2026	36.69
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	3/9/2026	15.96
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/4/2026	3,538.46
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/11/2026	756.90
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/24/2026	737.76
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/30/2026	2,045.74
Charlie Fox's Pizzeria & Eatery, LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/9/2026	186.11
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/9/2026	813.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/9/2026	437.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/23/2026	2,733.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/23/2026	1,192.00
RCB Mailings, LLC dba RCB Enterprises	Jurors' Expense	Judiciary and Courts	General Fund	3/23/2026	4,925.00
Charlie Fox's Pizzeria & Eatery, LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/23/2026	222.98
JP Morgan Chase Bank, N.A.	Jurors' Expense	Judiciary and Courts	General Fund	3/23/2026	37.99
JP Morgan Chase Bank, N.A.	Jurors' Expense	Judiciary and Courts	General Fund	3/23/2026	81.18
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	88.00
Mariann L. Busch	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	152.00
Jennifer A. Campbell	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	19.00
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	300.00
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	11.50
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	356.00
Debra P. Hogan	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	300.00
Barbara A. Johnston	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	300.00
Rosa M. Tovar	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	300.00
Rosa M. Tovar	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	300.00
Donna L. Watwood	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	80.75
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	3/9/2026	225.00
Alexandra J. Busch	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	225.00
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	36.00
Stacy S. Warpool	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	32.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	418.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	198.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	137.50
Barbara A. Johnston	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	121.00
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	300.00
Jennifer A. Campbell	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	300.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Taylor N. Conley	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	225.00
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	3/23/2026	1,026.50
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	1,110.40
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	3,181.50
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	809.00
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	575.50
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	2,383.50
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	1,060.50
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	160.00
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	2,380.19
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	494.00
Cortez Language Link, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	448.45
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	624.39
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	322.93
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	289.13
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	525.33
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	1,051.39
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	1,105.45
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	456.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	556.35
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	304.00
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/9/2026	836.00
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,178.00
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	684.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00
Claudia Perez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	626.25
Claudia Perez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	626.25
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,054.70
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	598.70
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,768.00
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,865.15
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,419.30
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,312.96
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,312.96
inLingo, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	540.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	472.50
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	400.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	452.93
Cortez Language Link, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	563.90
Cortez Language Link, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	304.00
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	456.00
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,715.19
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	2,255.44
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	630.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	320.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	160.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	320.00
Jorge Luis Carbajosa	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	304.00
Jorge Luis Carbajosa	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	228.00
Jorge Luis Carbajosa	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	456.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,437.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	2,516.50
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	461.50
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	152.00
Daisy M. Robinson	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	452.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	1,586.70
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/23/2026	2,735.10
Marielisa Jackson	Court Appointed Counsel	Judiciary and Courts	General Fund	3/9/2026	3,434.00
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	3/9/2026	3,434.00
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	3/9/2026	45.00
Marielisa Jackson	Court Appointed Counsel	Judiciary and Courts	General Fund	3/23/2026	3,434.00
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	3/23/2026	3,434.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	3/23/2026	285.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	3/23/2026	125.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	3/23/2026	1,590.00
JP Morgan Chase Bank, N.A.	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	3/23/2026	37.04
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/9/2026	490.16
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/9/2026	24.30
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/9/2026	91.53
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/23/2026	23.62
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/23/2026	50.59
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/23/2026	39.10
Canon USA, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/23/2026	119.19
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	3/23/2026	72.55
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	3/23/2026	17.50
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	3/23/2026	106.98
Karen M. Zajicek	Employee Mileage Expense	Judiciary and Courts	General Fund	3/9/2026	20.88
Jason W. Mathis	Employee Mileage Expense	Judiciary and Courts	General Fund	3/23/2026	39.15
Jason W. Mathis	Employee Mileage Expense	Judiciary and Courts	General Fund	3/23/2026	34.80
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	67.92
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	94.89
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	13.98
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	16.98
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	489.93
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	83.90
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	16.95
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/9/2026	630.00
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/23/2026	4,693.35
Candace A Miller	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/23/2026	680.00
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	3/9/2026	33.51
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	3/9/2026	7.78
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	3/9/2026	22.55
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	3/9/2026	40.99
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	3/23/2026	52.02
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	3/23/2026	21.60
JP Morgan Chase Bank, N.A.	Office Supplies	Judiciary and Courts	General Fund	3/23/2026	25.34
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Judiciary and Courts	General Fund	3/23/2026	211.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Employee Recognition Supplies	Judiciary and Courts	General Fund	3/23/2026	364.47
Marberry Cleaners & Launderers	Uniform Supplies	Judiciary and Courts	General Fund	3/23/2026	32.85
Kane County Clerk of the Circuit Court-Petty Cash	Conferences and Meetings	Circuit Clerk	General Fund	3/9/2026	50.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Circuit Clerk	General Fund	3/23/2026	476.81
Illinois Association of Court Clerks (IACC)	General Association Dues	Circuit Clerk	General Fund	3/9/2026	975.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	3/9/2026	95.80
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Circuit Clerk	General Fund	3/23/2026	476.81
E. Dianne Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	35.52
Sarah Campbell	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	17.40
Christine Foss	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	176.90
Gwendolyn G. Grist	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	221.85
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	52.20
Shauna Kane	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	166.75
Benjamin Adam Petschke	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	27.55
Brooke K. Schultz	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	21.75
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	3/9/2026	43.50
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	20.30
Kelly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	58.00
Cheyanne H. Lowery	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	9.43
Brooke K. Schultz	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	12.33
Su H. Shanahan	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	39.88
Sonal M. Sikligar	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	50.75
Avani P. Vyas	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	9.06
Colby Whitman	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	36.25
Catherine Zimmerman	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	50.75
Jennifer Zuttermeister	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	39.88
Shauna Kane	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	64.53
Lauren Kopf	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	11.60
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	41.33
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	82.65
Joanne M. Hassler	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	9.43
Katherine V. Hernandez	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	17.40
Jessica Joerger	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	54.01
Christine Foss	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	91.35
Sarah Campbell	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	121.80
Jason M. Crowley	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	11.60
Colleen Cruz	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	37.70
Janet Davis	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	23.93
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	102.23
E. Dianne Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	24.65
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	198.65
Deanna Brooks	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	27.55
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	21.03
Heather J. Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	3/23/2026	23.20
JP Morgan Chase Bank, N.A.	Office Supplies	Circuit Clerk	General Fund	3/23/2026	282.65
WEX Bank	Fuel- Vehicles	Circuit Clerk	General Fund	3/23/2026	51.19
Chronicle Media, LLC	Legal Services	Circuit Clerk	General Fund	3/9/2026	150.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	3/9/2026	60.00
JP Morgan Chase Bank, N.A.	Office Supplies	Circuit Clerk	General Fund	3/23/2026	32.18
Kane County Clerk of the Circuit Court-Petty Cash	Office Supplies	Circuit Clerk	General Fund	3/23/2026	32.96
[redacted]		State's Attorney	General Fund	3/23/2026	536.32

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
[redacted]		State's Attorney	General Fund	3/23/2026	19.00
[redacted]		State's Attorney	General Fund	3/23/2026	34.00
[redacted]		State's Attorney	General Fund	3/23/2026	1,250.00
[redacted]		State's Attorney	General Fund	3/23/2026	59.34
[redacted]		State's Attorney	General Fund	3/23/2026	130.84
[redacted]		State's Attorney	General Fund	3/23/2026	235.00
[redacted]		State's Attorney	General Fund	3/23/2026	4,250.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	3/9/2026	912.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	3/9/2026	248.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	3/9/2026	1,148.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	308.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	196.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	1,152.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	16.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	38.00
Mary Jo D'Avola	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	56.00
Barbara A. Johnston	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	384.75
Tabitha Joann Watson	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	38.00
Donna L. Watwood	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	5.50
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	579.50
Melissa K. Anderko	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	668.00
Melissa K. Anderko	Court Reporter Costs	State's Attorney	General Fund	3/23/2026	161.50
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	3/9/2026	34.32
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	3/23/2026	24.63
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	3/23/2026	18.82
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	3/23/2026	203.19
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	General Fund	3/23/2026	1,543.67
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	State's Attorney	General Fund	3/23/2026	154.40
JP Morgan Chase Bank, N.A.	Conferences and Meetings	State's Attorney	General Fund	3/23/2026	117.54
JP Morgan Chase Bank, N.A.	Employee Training	State's Attorney	General Fund	3/23/2026	4,011.40
Lori Anderson Crimmins	Employee Mileage Expense	State's Attorney	General Fund	3/9/2026	67.57
Jamie L. Mosser	Employee Mileage Expense	State's Attorney	General Fund	3/9/2026	187.05
Hillary R. Sadler	Employee Mileage Expense	State's Attorney	General Fund	3/23/2026	35.53
JP Morgan Chase Bank, N.A.	Employee Mileage Expense	State's Attorney	General Fund	3/23/2026	59.30
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	3/23/2026	8.45
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	3/23/2026	8.01
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	3/23/2026	163.09
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	3/23/2026	486.30
Eagle Engraving, Inc.	Operating Supplies	State's Attorney	General Fund	3/23/2026	27.00
Groot Recycling dba Accurate Document Destruction	Operating Supplies	State's Attorney	General Fund	3/23/2026	260.00
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	3/23/2026	42.87
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	3/23/2026	2,127.76
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	3/23/2026	278.29
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	3/23/2026	5,460.68
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	3/23/2026	3,070.16
JP Morgan Chase Bank, N.A.	Computer Software- Non Capital	State's Attorney	General Fund	3/23/2026	113.30
JP Morgan Chase Bank, N.A.	Computer Hardware- Non Capital	State's Attorney	General Fund	3/23/2026	154.34
WEX Bank	Fuel- Vehicles	State's Attorney	General Fund	3/23/2026	848.21
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	3/9/2026	2.99
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	3/23/2026	3,147.88
WEX Bank	Fuel- Vehicles	State's Attorney	General Fund	3/23/2026	95.06

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	State's Attorney	General Fund	3/23/2026	463.20
WEX Bank	Fuel- Vehicles	State's Attorney	General Fund	3/23/2026	396.64
[redacted]		Public Defender	General Fund	3/9/2026	20.00
[redacted]		Public Defender	General Fund	3/9/2026	44.00
[redacted]		Public Defender	General Fund	3/23/2026	88.00
[redacted]		Public Defender	General Fund	3/23/2026	361.00
[redacted]		Public Defender	General Fund	3/23/2026	44.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	3/23/2026	53.87
JP Morgan Chase Bank, N.A.	Employee Training	Public Defender	General Fund	3/23/2026	3,440.40
JP Morgan Chase Bank, N.A.	Employee Training	Public Defender	General Fund	3/23/2026	805.60
JP Morgan Chase Bank, N.A.	Employee Training	Public Defender	General Fund	3/23/2026	1,057.60
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	3/9/2026	52.89
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	3/9/2026	7.98
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	3/9/2026	972.02
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	3/23/2026	292.28
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	3/23/2026	5,274.24
Enhanced Administration Consulting, LLC	Contractual/Consulting Services	Sheriff	General Fund	3/9/2026	2,200.00
Flock Group, Inc. dba Flock Safety	Contractual/Consulting Services	Sheriff	General Fund	3/9/2026	12,000.00
Kane County Sheriff - Petty Cash	Contractual/Consulting Services	Sheriff	General Fund	3/9/2026	2,827.20
Sentinel Offender Services, LLC	Extradition Costs	Sheriff	General Fund	3/9/2026	9,968.70
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/9/2026	160.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/9/2026	136.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/9/2026	184.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/9/2026	184.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	160.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	35.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	296.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	101.39
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	136.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	296.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	136.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	35.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	3/23/2026	160.00
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	2,392.62
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	551.52
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	1,493.64
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	480.78
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	1,229.74
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	12.17
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	1,056.37
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	3/23/2026	2,421.97
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	3/9/2026	150.06
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	3/23/2026	494.69
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	3/23/2026	289.89
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	3/23/2026	124.20
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	3/23/2026	247.84
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	381.90
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	367.96
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	(420.09)
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	57.24
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	41.17

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	19.23
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	335.91
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	7.49
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	172.28
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	260.48
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	992.79
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	(172.28)
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	1,396.32
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	(1,072.21)
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	398.81
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	(252.00)
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	992.79
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	(430.71)
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	122.94
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	46.49
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	46.49
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	100.00
Pomp's Tire Service, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	4,192.94
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	1,107.50
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	(500.00)
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	31.25
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	343.52
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	118.62
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/9/2026	26.75
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	57.61
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	57.61
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	707.50
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	89.50
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	478.75
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	203.50
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	114.14
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	533.83
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	68.59
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	331.44
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	185.25
Alta Industrial Equipment Company, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	572.37
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	174.06
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	698.16
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	103.52
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	282.21
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	46.42
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	16.44
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	88.77
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	19.29
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	482.94
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	33.41
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	57.58
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	742.12
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	93.04
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/23/2026	15.44
College of DuPage	Employee Training	Sheriff	General Fund	3/9/2026	675.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	3/9/2026	306.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	3/9/2026	249.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	3/9/2026	2,295.50
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	3/23/2026	44.00
Police Law Institute	Employee Training	Sheriff	General Fund	3/23/2026	675.00
Police Law Institute	Employee Training	Sheriff	General Fund	3/23/2026	1,410.00
JP Morgan Chase Bank, N.A.	Employee Training	Sheriff	General Fund	3/23/2026	5,265.32
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	7,180.11
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	57.89
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	863.68
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	40.90
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	50.00
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	185.26
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	187.97
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	219.30
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	9.99
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	5,312.42
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	1,176.37
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	3/23/2026	89.64
JP Morgan Chase Bank, N.A.	Office Supplies	Sheriff	General Fund	3/23/2026	71.62
JP Morgan Chase Bank, N.A.	Office Supplies	Sheriff	General Fund	3/23/2026	164.93
Midwest Occupational Health Mgmt Svcs Inc	Operating Supplies	Sheriff	General Fund	3/9/2026	190.00
Plastic Card Solutions, Inc.	Operating Supplies	Sheriff	General Fund	3/23/2026	784.00
Uline	Operating Supplies	Sheriff	General Fund	3/23/2026	209.56
Valdes LLC	Operating Supplies	Sheriff	General Fund	3/23/2026	999.25
Fox Valley Park District	Operating Supplies	Sheriff	General Fund	3/23/2026	500.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	5.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	152.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	2,936.71
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	29.99
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	305.43
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	1,647.34
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	610.29
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	504.96
Magnet Forensics, LLC	Operating Supplies	Sheriff	General Fund	3/23/2026	37,370.00
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/9/2026	75.25
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/23/2026	113.11
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/23/2026	73.97
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/23/2026	73.97
Feece Oil Company	Fuel- Vehicles	Sheriff	General Fund	3/23/2026	3,061.80
JP Morgan Chase Bank, N.A.	Fuel- Vehicles	Sheriff	General Fund	3/23/2026	69.01
Petroleum Traders Corporation	Fuel- Vehicles	Sheriff	General Fund	3/23/2026	1,681.11
WEX Bank	Fuel- Vehicles	Sheriff	General Fund	3/23/2026	25,848.98
COPS & FIRE Personnel Testing Service	Medical/Dental/Hospital Services	Sheriff	General Fund	3/9/2026	625.00
Wellpath, LLC	Medical/Dental/Hospital Services	Sheriff	General Fund	3/9/2026	334,357.53
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	3/23/2026	25,000.00
Stericycle, Inc.	Disposal and Water Softener Srvs	Sheriff	General Fund	3/23/2026	337.75
North East Multi-Regional Training, Inc.	Employee Training	Sheriff	General Fund	3/9/2026	25.00
JP Morgan Chase Bank, N.A.	Employee Training	Sheriff	General Fund	3/23/2026	3,868.30
JP Morgan Chase Bank, N.A.	Employee Training	Sheriff	General Fund	3/23/2026	2,080.00
Plastic Card Solutions, Inc.	Office Supplies	Sheriff	General Fund	3/23/2026	1,395.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	3/9/2026	272.45
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	3/9/2026	272.45
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	3/23/2026	76.74
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	3/23/2026	195.71
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	3/23/2026	272.45
Convergint Technologies LLC	Operating Supplies	Sheriff	General Fund	3/23/2026	1,140.00
County of McHenry	Operating Supplies	Sheriff	General Fund	3/23/2026	5,000.00
DeKalb County Government	Operating Supplies	Sheriff	General Fund	3/23/2026	2,100.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	336.29
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	473.63
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	260.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	3/23/2026	2,460.75
OnTime Telecom, Inc. dba DialMyCalls	Operating Supplies	Sheriff	General Fund	3/23/2026	4.50
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/9/2026	63.30
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	502.21
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/23/2026	21.72
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/23/2026	5.00
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/23/2026	63.30
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/23/2026	63.30
Aramark Services, Inc.	Food	Sheriff	General Fund	3/9/2026	16,697.64
Aramark Services, Inc.	Food	Sheriff	General Fund	3/9/2026	32.76
Aramark Services, Inc.	Food	Sheriff	General Fund	3/9/2026	34.20
Aramark Services, Inc.	Food	Sheriff	General Fund	3/9/2026	16,426.36
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	3/9/2026	13.42
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	3/9/2026	17.76
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	3/9/2026	15.19
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	3/9/2026	73.42
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	3/9/2026	233.25
JP Morgan Chase Bank, N.A.	Food	Sheriff	General Fund	3/23/2026	13.66
Aramark Services, Inc.	Food	Sheriff	General Fund	3/23/2026	16,455.87
Aramark Services, Inc.	Food	Sheriff	General Fund	3/23/2026	108.54
Aramark Services, Inc.	Food	Sheriff	General Fund	3/23/2026	34.02
Aramark Services, Inc.	Food	Sheriff	General Fund	3/23/2026	16,193.21
Victory Supply, LLC	Clothing Supplies	Sheriff	General Fund	3/23/2026	429.50
Victory Supply, LLC	Clothing Supplies	Sheriff	General Fund	3/23/2026	716.04
Victory Supply, LLC	Clothing Supplies	Sheriff	General Fund	3/23/2026	5,936.55
COPS & FIRE Personnel Testing Service	Pre-Employment Physicals	Sheriff	General Fund	3/23/2026	625.00
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	3/23/2026	277.63
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	161.50
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	(118.99)
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	176.12
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	(114.74)
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	685.40
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	78.19
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/9/2026	696.60
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/23/2026	37.87
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	3/23/2026	37.87
Ray O'Herron Co, Inc.	Weapons and Ammunition	Sheriff	General Fund	3/9/2026	242.62
Peter J. Burgert	Employee Mileage Expense	Merit Commission	General Fund	3/23/2026	246.50
Clausen Miller, PC	Legal Services	Court Services	General Fund	3/9/2026	2,475.00
Clausen Miller, PC	Legal Services	Court Services	General Fund	3/23/2026	495.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
iTouch Biometrics, LLC	Software Licensing Cost	Court Services	General Fund	3/9/2026	198.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	3/23/2026	180.31
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	3/23/2026	219.54
LaTanya Hill	Conferences and Meetings	Court Services	General Fund	3/23/2026	607.84
Kyle Grenfell	Employee Training	Court Services	General Fund	3/9/2026	176.44
JP Morgan Chase Bank, N.A.	Employee Training	Court Services	General Fund	3/23/2026	50.00
Kyle Grenfell	Employee Mileage Expense	Court Services	General Fund	3/9/2026	15.52
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	3/23/2026	273.60
iTouch Biometrics, LLC	Software Licensing Cost	Court Services	General Fund	3/9/2026	198.00
Eco Clean Maintenance, Inc.	Janitorial Services	Court Services	General Fund	3/9/2026	1,112.00
Motorola Solutions, Inc.	Repairs and Maint- Comm Equip	Court Services	General Fund	3/23/2026	280.00
Lagrove, LLC	Building Space Rental	Court Services	General Fund	3/9/2026	2,949.76
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/23/2026	985.94
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/23/2026	332.86
Julie Cho-Valldejuli	Conferences and Meetings	Court Services	General Fund	3/23/2026	293.50
Stephen Sells	Employee Training	Court Services	General Fund	3/9/2026	21.00
Tyler Technologies, Inc. (New World)	Employee Training	Court Services	General Fund	3/9/2026	1,097.32
Jennifer Volintine	Employee Training	Court Services	General Fund	3/9/2026	108.25
JP Morgan Chase Bank, N.A.	Employee Training	Court Services	General Fund	3/23/2026	50.00
Stephen Sells	Employee Mileage Expense	Court Services	General Fund	3/9/2026	300.15
Renee M. Buchman	Employee Mileage Expense	Court Services	General Fund	3/23/2026	37.70
Sarah L. Keef	Employee Mileage Expense	Court Services	General Fund	3/23/2026	18.85
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	3/9/2026	22.95
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	3/9/2026	202.75
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	3/23/2026	20.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	3/23/2026	30.98
JP Morgan Chase Bank, N.A.	Operating Supplies	Court Services	General Fund	3/23/2026	89.98
WEX Bank	Fuel- Vehicles	Court Services	General Fund	3/23/2026	330.41
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	3/9/2026	4,166.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	3/9/2026	4,166.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	3/23/2026	220.00
JP Morgan Chase Bank, N.A.	Medical Supplies and Drugs	Court Services	General Fund	3/23/2026	57.95
iTouch Biometrics, LLC	Software Licensing Cost	Court Services	General Fund	3/9/2026	198.00
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	3/23/2026	211.97
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	3/23/2026	12.76
Lagrove, LLC	Building Space Rental	Court Services	General Fund	3/9/2026	2,949.75
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/9/2026	36.19
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/23/2026	79.38
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/23/2026	35.21
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/23/2026	38.98
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/23/2026	39.29
Tyler Technologies, Inc. (New World)	Employee Training	Court Services	General Fund	3/9/2026	1,097.32
JP Morgan Chase Bank, N.A.	Employee Training	Court Services	General Fund	3/23/2026	273.60
City of Aurora	Miscellaneous Contractual Exp	Court Services	General Fund	3/9/2026	75.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	3/9/2026	57.94
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	3/9/2026	7.86
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	3/9/2026	7.02
JP Morgan Chase Bank, N.A.	Office Supplies	Court Services	General Fund	3/23/2026	60.33
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	3/9/2026	905.27
WEX Bank	Fuel- Vehicles	Court Services	General Fund	3/23/2026	123.72
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Court Services	General Fund	3/9/2026	1,400.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	3/23/2026	5,000.00
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	3/23/2026	3,732.02
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	3/23/2026	40,817.75
iTouch Biometrics, LLC	Software Licensing Cost	Court Services	General Fund	3/9/2026	198.00
Charm-Tex, Inc.	Juvenile Board and Care	Court Services	General Fund	3/23/2026	291.72
JP Morgan Chase Bank, N.A.	Juvenile Board and Care	Court Services	General Fund	3/23/2026	73.50
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	General Fund	3/9/2026	15.90
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	General Fund	3/23/2026	5.30
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	3/9/2026	1,318.10
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	3/9/2026	934.05
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	3/9/2026	1,495.56
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	3/23/2026	1,118.10
Sentry Security Fasteners, Inc.	Repairs and Maint- Equipment	Court Services	General Fund	3/9/2026	730.53
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Court Services	General Fund	3/9/2026	40.81
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	3/9/2026	292.59
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	3/23/2026	42.76
Swank Motion Pictures, Inc.	Miscellaneous Contractual Exp	Court Services	General Fund	3/23/2026	556.00
Charm-Tex, Inc.	Operating Supplies	Court Services	General Fund	3/9/2026	821.40
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	3/9/2026	445.14
JP Morgan Chase Bank, N.A.	Operating Supplies	Court Services	General Fund	3/23/2026	189.66
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	3/9/2026	880.53
LMC Enterprises, Inc. dba Initial Impressions	Uniform Supplies	Court Services	General Fund	3/9/2026	189.54
Aramark Services, Inc.	Food	Court Services	General Fund	3/9/2026	1,175.02
Aramark Services, Inc.	Food	Court Services	General Fund	3/9/2026	1,270.94
Sysco Food Services Chicago	Food	Court Services	General Fund	3/9/2026	199.74
Sysco Food Services Chicago	Food	Court Services	General Fund	3/9/2026	559.30
Sysco Food Services Chicago	Food	Court Services	General Fund	3/23/2026	49.56
Sysco Food Services Chicago	Food	Court Services	General Fund	3/23/2026	959.04
Aramark Services, Inc.	Food	Court Services	General Fund	3/23/2026	1,292.74
Aramark Services, Inc.	Food	Court Services	General Fund	3/23/2026	1,194.64
Synchrony Bank (Sam's Club Direct/Lowes)	Food	Court Services	General Fund	3/23/2026	139.38
Bob Barker Company, Inc.	Clothing Supplies	Court Services	General Fund	3/23/2026	193.52
Garcia Clinical Laboratory, Inc.	Medical Supplies and Drugs	Court Services	General Fund	3/9/2026	190.50
Green Tree Pharmacy, Inc.	Medical Supplies and Drugs	Court Services	General Fund	3/23/2026	224.82
JP Morgan Chase Bank, N.A.	Medical Supplies and Drugs	Court Services	General Fund	3/23/2026	117.59
WEX Bank	Fuel- Vehicles	Court Services	General Fund	3/23/2026	38.44
JP Morgan Chase Bank, N.A.	Miscellaneous Supplies	Court Services	General Fund	3/23/2026	50.47
iTouch Biometrics, LLC	Software Licensing Cost	Court Services	General Fund	3/9/2026	198.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	3/9/2026	130.79
Payton B. Mackey	Employee Mileage Expense	Court Services	General Fund	3/9/2026	17.40
Payton B. Mackey	Employee Mileage Expense	Court Services	General Fund	3/9/2026	17.40
JP Morgan Chase Bank, N.A.	General Association Dues	Court Services	General Fund	3/23/2026	4,000.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	3/9/2026	4.46
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	3/9/2026	8.92
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	3/9/2026	46.80
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Court Services	General Fund	3/23/2026	28.00
Psychological Assessment Resources, Inc.	Testing Materials	Court Services	General Fund	3/9/2026	773.28
Psychological Assessment Resources, Inc.	Testing Materials	Court Services	General Fund	3/9/2026	196.24
JP Morgan Chase Bank, N.A.	Testing Materials	Court Services	General Fund	3/23/2026	22.94
JP Morgan Chase Bank, N.A.	Miscellaneous Supplies	Court Services	General Fund	3/23/2026	147.44
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	3/9/2026	1,113.98

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	3/9/2026	1,018.06
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	3/23/2026	996.26
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	3/23/2026	1,094.36
Marta A. Helenowski	Autopsies/Consulting	Coroner	General Fund	3/9/2026	10,850.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	3/9/2026	10,500.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	3/9/2026	27,200.00
Marta A. Helenowski	Autopsies/Consulting	Coroner	General Fund	3/23/2026	12,400.00
Marta A. Helenowski	Autopsies/Consulting	Coroner	General Fund	3/23/2026	10,850.00
David A. Wold DDS, PC dba Bensenville Dental Care	Autopsies/Consulting	Coroner	General Fund	3/23/2026	700.00
James A. Filkins	Autopsies/Consulting	Coroner	General Fund	3/23/2026	6,200.00
Central DuPage Hospital Association dba HealthLab	Toxicology Expense	Coroner	General Fund	3/9/2026	245.00
NMS Labs	Toxicology Expense	Coroner	General Fund	3/9/2026	17,345.00
Tissue Techniques Pathology Labs, LLC	Toxicology Expense	Coroner	General Fund	3/23/2026	730.00
JP Morgan Chase Bank, N.A.	General Association Dues	Coroner	General Fund	3/23/2026	25.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Coroner	General Fund	3/9/2026	90.42
Marlin Leasing Corporation dba PEAC Solutions	Miscellaneous Contractual Exp	Coroner	General Fund	3/9/2026	498.00
Stericycle, Inc.	Miscellaneous Contractual Exp	Coroner	General Fund	3/23/2026	859.49
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	3/23/2026	943.10
WEX Bank	Fuel- Vehicles	Coroner	General Fund	3/23/2026	662.66
CalTopo, LLC	Software Licensing Cost	Emergency Management Services	General Fund	3/9/2026	1,000.00
Menards, Inc.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	3/23/2026	67.58
JP Morgan Chase Bank, N.A.	Employee Training	Emergency Management Services	General Fund	3/23/2026	125.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Emergency Management Services	General Fund	3/23/2026	(134.04)
JP Morgan Chase Bank, N.A.	Computer Related Supplies	Emergency Management Services	General Fund	3/23/2026	0.99
WEX Bank	Fuel- Vehicles	Emergency Management Services	General Fund	3/23/2026	166.23
WBK Engineering, LLC	Contractual/Consulting Services	Environmental Management	General Fund	3/23/2026	161.18
JP Morgan Chase Bank, N.A.	General Association Dues	Environmental Management	General Fund	3/23/2026	25.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Environmental Management	General Fund	3/23/2026	50.77
WEX Bank	Fuel- Vehicles	Environmental Management	General Fund	3/23/2026	49.50
Go Permits	Building and Inspection Permits	Development	General Fund	3/9/2026	430.00
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Development	General Fund	3/23/2026	16.99
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	3/23/2026	1,361.45
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	3/9/2026	94.30
Planet Depos, LLC	Conferences and Meetings	Development	General Fund	3/9/2026	1,034.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Development	General Fund	3/23/2026	45.00
David F. Schultz	Employee Mileage Expense	Development	General Fund	3/9/2026	26.97
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	3/9/2026	32.27
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	3/9/2026	75.20
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	3/23/2026	88.50
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	3/23/2026	287.34
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Development	General Fund	3/9/2026	5.98
JP Morgan Chase Bank, N.A.	Operating Supplies	Development	General Fund	3/23/2026	100.80
WEX Bank	Fuel- Vehicles	Development	General Fund	3/23/2026	642.61
Camic Johnson, LTD	Contractual/Consulting Services	Development	General Fund	3/23/2026	400.00
The Pitney Bowes Bank Inc dba The Pitney Bowes Res	Postage	Other- Countywide Expenses	General Fund	3/9/2026	200,000.00
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	7.46
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	378.41
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	186.49
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	77.45
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	21.27
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	123.05

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	3/23/2026	27.07
Dell Marketing LP	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/9/2026	426,165.58
Insight Public Sector Inc	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/9/2026	59,050.44
Insight Public Sector Inc	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/9/2026	104,801.50
JP Morgan Chase Bank, N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/23/2026	40.00
JP Morgan Chase Bank, N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/23/2026	20.00
Contractsafe, LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/23/2026	5,564.59
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	144.61
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	7,555.53
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	1,297.12
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	3,318.97
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	4,929.46
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	409.53
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	3/9/2026	335.40
JP Morgan Chase Bank, N.A.	Telephone	Other- Countywide Expenses	General Fund	3/23/2026	311.80
PTS Communications, Inc.	Telephone	Other- Countywide Expenses	General Fund	3/23/2026	100.00
AT&T Mobility dba AT&T National Accounts, LLC	Cellular Phone	Other- Countywide Expenses	General Fund	3/23/2026	28.12
AT&T Mobility dba AT&T National Accounts, LLC	Cellular Phone	Other- Countywide Expenses	General Fund	3/23/2026	62.50
Spok, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	3/23/2026	13.00
Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	3/9/2026	140.00
Gary Erickson	Internet	Other- Countywide Expenses	General Fund	3/9/2026	99.99
Corey Malis	Internet	Other- Countywide Expenses	General Fund	3/9/2026	109.00
John Zakosek	Internet	Other- Countywide Expenses	General Fund	3/9/2026	95.00
John Zakosek	Internet	Other- Countywide Expenses	General Fund	3/23/2026	95.00
Scott Novack	Internet	Other- Countywide Expenses	General Fund	3/23/2026	198.90
Blair Peters	Internet	Other- Countywide Expenses	General Fund	3/23/2026	170.00
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	3/23/2026	95.00
JP Morgan Chase Bank, N.A.	Internet	Other- Countywide Expenses	General Fund	3/23/2026	85.26
JP Morgan Chase Bank, N.A.	Internet	Other- Countywide Expenses	General Fund	3/23/2026	3,697.95
JP Morgan Chase Bank, N.A.	Internet	Other- Countywide Expenses	General Fund	3/23/2026	146.08
Jon Kloese	Internet	Other- Countywide Expenses	General Fund	3/23/2026	95.00
Thomas Cunningham	Internet	Other- Countywide Expenses	General Fund	3/23/2026	64.95
AT&T dba AT&T Enterprises, LLC	Internet	Other- Countywide Expenses	General Fund	3/23/2026	377.70
JP Morgan Chase Bank, N.A.	Miscellaneous Supplies	Other- Countywide Expenses	General Fund	3/23/2026	9.99
Batavia Enterprises Real Estate, LLC	Building Lease	Other- Countywide Expenses	General Fund	3/23/2026	14,802.42
Physicians Immediate Care Chicago PLLC dba Wellnow	Liability Insurance	Human Resource Management	Insurance Liability	3/9/2026	620.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Liability Insurance	Human Resource Management	Insurance Liability	3/23/2026	520.00
Strypes Plus More, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3/23/2026	205.00
Strypes Plus More, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3/23/2026	165.00
C&D Autobody Repair, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3/23/2026	9,334.25
JP Morgan Chase Bank, N.A.	Liability Insurance	Human Resource Management	Insurance Liability	3/23/2026	120.00
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3/23/2026	1,590.19
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	3/23/2026	76,670.29
Matthew J. Goncher	Workers Compensation	Human Resource Management	Insurance Liability	3/23/2026	1,126.78
Illinois Department of Employment Security	Unemployment Claims	Human Resource Management	Insurance Liability	3/9/2026	48,090.00
The Sotos Law Firm, P.C	Legal Services	State's Attorney	Insurance Liability	3/9/2026	360.00
Laner Muchin, LTD	Legal Services	State's Attorney	Insurance Liability	3/9/2026	5,317.50
Franco & Moroney LLC dba Franco Moroney Buenik LLC	Legal Services	State's Attorney	Insurance Liability	3/9/2026	3,568.06
James G. Guagliardo	Legal Services	State's Attorney	Insurance Liability	3/9/2026	190.00
Hervas Condon & Bersani, PC	Legal Services	State's Attorney	Insurance Liability	3/9/2026	3,960.00
Hervas Condon & Bersani, PC	Legal Services	State's Attorney	Insurance Liability	3/23/2026	472.50

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Hervas Condon & Bersani, PC	Legal Services	State's Attorney	Insurance Liability	3/23/2026	337.50
Hervas Condon & Bersani, PC	Legal Services	State's Attorney	Insurance Liability	3/23/2026	405.00
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	3/23/2026	3,500.00
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	3/23/2026	4,000.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	3/23/2026	180.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	3/23/2026	60.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	3/9/2026	149.46
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	3/23/2026	318.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	State's Attorney	Insurance Liability	3/23/2026	52.29
JP Morgan Chase Bank, N.A.	Employee Training	State's Attorney	Insurance Liability	3/23/2026	1,900.00
Warehouse Direct, Inc.	Office Supplies	State's Attorney	Insurance Liability	3/9/2026	142.08
Warehouse Direct, Inc.	Office Supplies	State's Attorney	Insurance Liability	3/23/2026	8.47
Warehouse Direct, Inc.	Office Supplies	State's Attorney	Insurance Liability	3/23/2026	35.44
JP Morgan Chase Bank, N.A.	Office Supplies	State's Attorney	Insurance Liability	3/23/2026	28.99
JP Morgan Chase Bank, N.A.	Computer Software- Non Capital	State's Attorney	Insurance Liability	3/23/2026	160.90
The Sidwell Company	Contractual/Consulting Services	Information Technologies	Geographic Information Systems	3/23/2026	740.00
The Sidwell Company	Contractual/Consulting Services	Information Technologies	Geographic Information Systems	3/23/2026	1,110.00
The Sidwell Company	Repairs and Maint- Computers	Information Technologies	Geographic Information Systems	3/23/2026	6,185.64
JP Morgan Chase Bank, N.A.	General Association Dues	Information Technologies	Geographic Information Systems	3/23/2026	285.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Information Technologies	Geographic Information Systems	3/9/2026	2.99
Environmental Systems Research Institute, Inc.	Computer Software License Cost	Information Technologies	Geographic Information Systems	3/9/2026	320,000.00
Illinois Municipal Retirement Fund (IMRF)	IMRF Contribution	Other- Countywide Expenses	Illinois Municipal Retirement	3/10/2026	7,017.01
Stephanie T. Galley	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	3/23/2026	1,440.00
APS Training Institute, Inc.	External Grants	County Board	Grand Victoria Casino Elgin	3/23/2026	12,644.04
Farmworker and Landscaper Advocacy Project	External Grants	County Board	Grand Victoria Casino Elgin	3/23/2026	52,976.27
Quad County Urban League	External Grants	County Board	Grand Victoria Casino Elgin	3/23/2026	3,884.10
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	3/9/2026	16,250.00
Metronet Systems Holdings, LLC dba Metro Fibernet	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	3/23/2026	700.00
Metronet Systems Holdings, LLC dba Metro Fibernet	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	3/23/2026	700.00
USIC Locating Services LLC	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	3/23/2026	291.12
NAT Tech, Inc. dba National Technologies NTI	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	3/9/2026	4,457.00
NAT Tech, Inc. dba National Technologies NTI	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	3/23/2026	4,753.00
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	3/9/2026	13,750.00
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	3/23/2026	208.33
Axon Enterprise, Inc.	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	3/9/2026	97,010.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	3/23/2026	131,142.32
indsey Brusky	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	3/9/2026	242.80
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	3/23/2026	12,807.80
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	3/23/2026	2,015.80
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	3/23/2026	469.80
Axon Enterprise, Inc.	Equipment Lease	Sheriff	Sheriff's Vehicle & Equipment	3/23/2026	482,623.89
Axon Enterprise, Inc.	Equipment Lease	Sheriff	Sheriff's Vehicle & Equipment	3/23/2026	19,233.11
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	Recorder's Automation	3/23/2026	1.73
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	Recorder's Automation	3/23/2026	3.22
Land-Code, LLC	Computer Related Supplies	Recorder	Recorder's Automation	3/23/2026	454.85
Land-Code, LLC	Computer Related Supplies	Recorder	Recorder's Automation	3/23/2026	454.85
Land-Code, LLC	Computer Related Supplies	Recorder	Recorder's Automation	3/23/2026	454.85
Formax, LLC	Repairs and Maint- Equipment	Circuit Clerk	Court Automation	3/23/2026	2,159.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Circuit Clerk	Court Automation	3/23/2026	476.81
Insight Public Sector Inc	Office Supplies	Circuit Clerk	Court Automation	3/9/2026	259.08
Groot Recycling dba Accurate Document Destruction	Destruction of Records Services	Circuit Clerk	Court Document Storage	3/23/2026	523.29

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/9/2026	15.80
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/9/2026	21.89
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/23/2026	8.48
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/23/2026	159.37
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/23/2026	55.37
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/23/2026	27.26
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	3/23/2026	15.93
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Circuit Clerk	Circuit Clerk Admin Services	3/23/2026	476.81
JP Morgan Chase Bank, N.A.	Office Supplies	Circuit Clerk	Circuit Clk Electronic Citation	3/23/2026	83.95
Baker Tilly Advisory Group Parent, LP	Contractual/Consulting Services	Circuit Clerk	Circuit Ct Clerk Op and Admin	3/9/2026	0.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	Drug Prosecution	3/9/2026	392.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Drug Prosecution	3/9/2026	72.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	Drug Prosecution	3/23/2026	100.00
Mary Jo D'Avola	Court Reporter Costs	State's Attorney	Drug Prosecution	3/23/2026	8.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	Domestic Violence	3/23/2026	88.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	Child Advocacy Center	3/23/2026	248.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	3/23/2026	636.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	State's Attorney	Child Advocacy Center	3/23/2026	10,400.00
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	Child Advocacy Center	3/23/2026	560.49
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	State's Attorney	Child Advocacy Center	3/23/2026	41.84
JP Morgan Chase Bank, N.A.	Computer Software- Non Capital	State's Attorney	Child Advocacy Center	3/23/2026	16.99
WEX Bank	Fuel- Vehicles	State's Attorney	Child Advocacy Center	3/23/2026	74.57
Verizon Wireless	Operating Supplies	Public Defender	Public Defender Special Fund	3/9/2026	1,099.98
LMC Enterprises, Inc. dba Initial Impressions	Operating Supplies	Emergency Management Services	EMA Volunteer Fund	3/23/2026	933.96
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	3/23/2026	85.58
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	3/23/2026	90.90
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	3/23/2026	1,330.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	3/23/2026	899.00
JP Morgan Chase Bank, N.A.	Office Supplies	Law Library	Law Library	3/23/2026	30.96
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	3/23/2026	135.00
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	3/23/2026	131.25
James Publishing, Inc.	Books and Subscriptions	Law Library	Law Library	3/23/2026	202.40
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Law Library	Law Library	3/23/2026	53.97
Law Bulletin Publishing Company	Books and Subscriptions	Law Library	Law Library	3/23/2026	900.00
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	3/23/2026	10,029.16
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	3/23/2026	4,515.16
DS Services of America, Inc. dba Primo Water NA	Food	Law Library	Law Library	3/23/2026	13.98
Kane County Sheriff - Petty Cash	Operating Supplies	Sheriff	Cannabis Regulation - Local	3/9/2026	619.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Cannabis Regulation - Local	3/23/2026	299.56
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	3/23/2026	575.34
Ray O'Herron Co, Inc.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	3/23/2026	748.56
getResQ911	Salaries and Wages	Kane Comm	Kane Comm	3/9/2026	15,500.01
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Kane Comm	Kane Comm	3/23/2026	17.91
Tower Works, Inc.	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	3/9/2026	16,028.00
Tyler Technologies, Inc. (New World)	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	3/23/2026	1,240.00
Tyler Technologies, Inc. (New World)	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	3/23/2026	4,851.00
Insight Public Sector Inc	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	3/23/2026	828.00
JP Morgan Chase Bank, N.A.	Employee Training	Kane Comm	Kane Comm	3/23/2026	392.00
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	3/23/2026	11.31
Sarah Stoffa	Employee Mileage Expense	Kane Comm	Kane Comm	3/23/2026	73.73
JP Morgan Chase Bank, N.A.	Pre-Employment Physicals	Kane Comm	Kane Comm	3/23/2026	49.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Kane Comm	Kane Comm	3/9/2026	32.93
[redacted]		Court Services	Probation Services	3/23/2026	931.00
[redacted]		Court Services	Probation Services	3/23/2026	392.00
[redacted]		Court Services	Probation Services	3/23/2026	784.00
[redacted]		Court Services	Probation Services	3/23/2026	392.00
[redacted]		Court Services	Probation Services	3/23/2026	1,078.00
[redacted]		Court Services	Probation Services	3/23/2026	1,127.00
About Change Counseling	Contractual/Consulting Services	Court Services	Probation Services	3/9/2026	150.00
Language Line Services	Contractual/Consulting Services	Court Services	Probation Services	3/23/2026	2,367.90
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	435.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	85.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	85.00
Nickerson & Associates P C	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	21,755.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	720.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	60.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	120.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	60.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	300.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	120.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	120.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	120.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	60.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	115.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	105.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	140.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	175.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	245.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	210.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	315.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	506.00
Latino Treatment Center	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	1,070.00
Latino Treatment Center	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	200.00
Latino Treatment Center	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/9/2026	570.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	65.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	65.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	200.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	140.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	175.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	140.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	35.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	140.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	70.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	140.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	4,166.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	290.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	75.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	180.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	380.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	290.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	525.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	200.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	360.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	560.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	75.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	510.00
Care Clinics, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	125.00
About Behavioral Change, NFP	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	150.00
About Behavioral Change, NFP	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	240.00
About Behavioral Change, NFP	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	120.00
About Behavioral Change, NFP	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/23/2026	240.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	Probation Services	3/9/2026	251,370.00
Theodore Polygraph Services, Inc.	Polygraph Testing	Court Services	Probation Services	3/23/2026	350.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	3/23/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	3/23/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	3/23/2026	79.00
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	3/23/2026	1,348.99
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	3/23/2026	1,741.79
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	3/23/2026	1,451.24
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	3/23/2026	666.62
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	3/23/2026	1,009.11
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	3/23/2026	198.66
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	3/23/2026	1,670.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Drug Court Special Resources	3/23/2026	315.00
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Drug Court Special Resources	3/23/2026	2,684.23
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	3/23/2026	330.00
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	3/9/2026	2,376.00
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	3/23/2026	8,712.00
JP Morgan Chase Bank, N.A.	Sanction Incentives	Court Services	Drug Court Special Resources	3/23/2026	53.50
JP Morgan Chase Bank, N.A.	Peer Group Activities Supplies	Court Services	Drug Court Special Resources	3/23/2026	76.38
[redacted]		Court Services	Probation Victim Services	3/23/2026	19.00
[redacted]		Court Services	Probation Victim Services	3/23/2026	8.00
[redacted]		Court Services	Probation Victim Services	3/23/2026	16.00
[redacted]		Court Services	Probation Victim Services	3/23/2026	8.00
[redacted]		Court Services	Probation Victim Services	3/23/2026	22.00
[redacted]		Court Services	Probation Victim Services	3/23/2026	23.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	DUI Court	3/23/2026	290.00
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	DUI Court	3/23/2026	3,905.41
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Court Services	DUI Court	3/23/2026	126.76
TPH, LLC	Conferences and Meetings	Court Services	DUI Court	3/23/2026	215.00
JP Morgan Chase Bank, N.A.	Drug Court Graduation Supplies	Court Services	DUI Court	3/23/2026	23.49
JP Morgan Chase Bank, N.A.	Incentives	Court Services	DUI Court	3/23/2026	46.17
JP Morgan Chase Bank, N.A.	Office Supplies	Coroner	Coroner Administration	3/23/2026	167.98

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Operating Supplies	Coroner	Coroner Administration	3/23/2026	2,603.16
JP Morgan Chase Bank, N.A.	Operating Supplies	Coroner	Coroner Administration	3/23/2026	3,940.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Coroner	Coroner Administration	3/23/2026	547.43
JP Morgan Chase Bank, N.A.	Veterinarian Services	Animal Control	Animal Control	3/23/2026	838.16
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	3/23/2026	6,526.19
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	3/23/2026	10,500.00
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	3/23/2026	6,150.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Animal Control	Animal Control	3/23/2026	300.63
JP Morgan Chase Bank, N.A.	Employee Training	Animal Control	Animal Control	3/23/2026	540.25
JP Morgan Chase Bank, N.A.	General Association Dues	Animal Control	Animal Control	3/23/2026	237.50
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Animal Control	Animal Control	3/23/2026	2.99
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Animal Control	Animal Control	3/23/2026	27.94
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Animal Control	Animal Control	3/23/2026	32.93
JP Morgan Chase Bank, N.A.	Office Supplies	Animal Control	Animal Control	3/23/2026	285.15
Warehouse Direct, Inc.	Office Supplies	Animal Control	Animal Control	3/23/2026	394.12
JP Morgan Chase Bank, N.A.	Operating Supplies	Animal Control	Animal Control	3/23/2026	92.99
Paddock Publications (Daily Herald)	Operating Supplies	Animal Control	Animal Control	3/23/2026	46.00
City of Geneva	Utilities- Water	Animal Control	Animal Control	3/9/2026	388.72
City of Geneva	Utilities- Water	Animal Control	Animal Control	3/9/2026	420.03
JP Morgan Chase Bank, N.A.	Animal Care Supplies	Animal Control	Animal Control	3/23/2026	18.58
Antech Diagnostics, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	3/23/2026	135.36
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	3/23/2026	33.76
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	3/23/2026	14.76
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	3/23/2026	2,329.27
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	3/23/2026	17.80
Nicor Gas Company	Utilities- Natural Gas	Animal Control	Animal Control	3/23/2026	1,230.95
City of Geneva	Utilities- Electric	Animal Control	Animal Control	3/9/2026	613.77
City of Geneva	Utilities- Electric	Animal Control	Animal Control	3/9/2026	555.32
WCP Financials, LLC	Utilities- Electric	Animal Control	Animal Control	3/23/2026	106.98
WEX Bank	Fuel- Vehicles	Animal Control	Animal Control	3/23/2026	659.10
NV5 Geospatial, Inc.	Contractual/Consulting Services	Transportation	County Highway	3/9/2026	692.24
Parametrix, Inc.	Contractual/Consulting Services	Transportation	County Highway	3/9/2026	20,373.57
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Transportation	County Highway	3/23/2026	300.00
Patrick Jaeger	Legal Services	Transportation	County Highway	3/23/2026	4,000.00
Frost Solutions, LLC	Software Licensing Cost	Transportation	County Highway	3/9/2026	11,400.00
Culligan Tri City Soft Water	Disposal and Water Softener Srvs	Transportation	County Highway	3/9/2026	498.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	3/9/2026	34.43
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	3/9/2026	478.16
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	3/23/2026	469.89
Eco Clean Maintenance, Inc.	Janitorial Services	Transportation	County Highway	3/23/2026	3,006.00
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	3/9/2026	1,693.68
Sunbelt Rentals	Repairs and Maint- Buildings	Transportation	County Highway	3/23/2026	2,295.00
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Transportation	County Highway	3/23/2026	317.49
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	18.05
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	9.49
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	778.73
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	730.41
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	19.93
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	25.21
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	3/9/2026	41.51
P.R. Streich & Sons, Inc.	Repairs and Maint- Equipment	Transportation	County Highway	3/9/2026	1,941.40

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
D&A Powertrain Components Inc dba Aurora Truck Ctr	Repairs and Maint- Vehicles	Transportation	County Highway	3/23/2026	150.00
Heidi Files	Conferences and Meetings	Transportation	County Highway	3/9/2026	16.99
Gretchen Hannah Klock	Conferences and Meetings	Transportation	County Highway	3/9/2026	29.42
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	3/9/2026	40.57
Ashley Young	Conferences and Meetings	Transportation	County Highway	3/9/2026	488.92
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	3/9/2026	41.87
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	3/23/2026	53.82
Gretchen Hannah Klock	Conferences and Meetings	Transportation	County Highway	3/23/2026	60.46
Illinois Association of County Engineers, Inc.	Conferences and Meetings	Transportation	County Highway	3/23/2026	300.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Transportation	County Highway	3/23/2026	(849.00)
George Kandathil	Conferences and Meetings	Transportation	County Highway	3/23/2026	13.50
JP Morgan Chase Bank, N.A.	Employee Training	Transportation	County Highway	3/23/2026	4,303.29
Heidi Files	Employee Mileage Expense	Transportation	County Highway	3/9/2026	60.96
Gretchen Hannah Klock	Employee Mileage Expense	Transportation	County Highway	3/9/2026	7.40
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	3/9/2026	53.87
Candance Thomas	Employee Mileage Expense	Transportation	County Highway	3/9/2026	201.55
Gretchen Hannah Klock	Employee Mileage Expense	Transportation	County Highway	3/23/2026	32.05
Heidi Lichtenberger	Employee Mileage Expense	Transportation	County Highway	3/23/2026	12.18
Steve Coffinbargar	Employee Mileage Expense	Transportation	County Highway	3/23/2026	232.65
Illinois Public Works Mutual Aid Network	General Association Dues	Transportation	County Highway	3/23/2026	500.00
JP Morgan Chase Bank, N.A.	General Association Dues	Transportation	County Highway	3/23/2026	200.00
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/9/2026	195.95
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/9/2026	35.28
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/9/2026	(375.30)
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/9/2026	375.30
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Transportation	County Highway	3/9/2026	267.46
JP Morgan Chase Bank, N.A.	Office Supplies	Transportation	County Highway	3/23/2026	255.92
Veritiv Operating Company	Office Supplies	Transportation	County Highway	3/23/2026	550.00
Veritiv Operating Company	Office Supplies	Transportation	County Highway	3/23/2026	1,618.00
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/23/2026	63.31
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/23/2026	29.91
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/23/2026	198.28
Amazon Capital Services Inc	Office Supplies	Transportation	County Highway	3/23/2026	4.74
Cintas Corporation	Operating Supplies	Transportation	County Highway	3/9/2026	536.28
Elburn NAPA, Inc. dba North Aurora NAPA	Operating Supplies	Transportation	County Highway	3/9/2026	255.00
Elburn NAPA, Inc. dba North Aurora NAPA	Operating Supplies	Transportation	County Highway	3/9/2026	170.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Transportation	County Highway	3/23/2026	260.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Transportation	County Highway	3/23/2026	31.50
Cintas Corporation	Operating Supplies	Transportation	County Highway	3/23/2026	388.88
Cxpressions Mktg Group dba West Valley Graphics	Operating Supplies	Transportation	County Highway	3/23/2026	132.00
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	3/23/2026	70.49
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	3/23/2026	850.70
Amazon Capital Services Inc	Operating Supplies	Transportation	County Highway	3/23/2026	82.38
Amazon Capital Services Inc	Computer Hardware- Non Capital	Transportation	County Highway	3/23/2026	1,857.00
Amazon Capital Services Inc	Computer Hardware- Non Capital	Transportation	County Highway	3/23/2026	(619.00)
JP Morgan Chase Bank, N.A.	Computer Hardware- Non Capital	Transportation	County Highway	3/23/2026	199.99
Elburn NAPA, Inc. dba North Aurora NAPA	Buildings and Grounds Supplies	Transportation	County Highway	3/9/2026	46.78
Amazon Capital Services Inc	Buildings and Grounds Supplies	Transportation	County Highway	3/9/2026	46.98
Amazon Capital Services Inc	Buildings and Grounds Supplies	Transportation	County Highway	3/9/2026	37.96
Amazon Capital Services Inc	Buildings and Grounds Supplies	Transportation	County Highway	3/9/2026	559.16
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	3/9/2026	242.44

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Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	3/23/2026	42.91
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	3/23/2026	122.35
Uline	Buildings and Grounds Supplies	Transportation	County Highway	3/23/2026	1,087.46
Amazon Capital Services Inc	Buildings and Grounds Supplies	Transportation	County Highway	3/23/2026	216.46
Amazon Capital Services Inc	Buildings and Grounds Supplies	Transportation	County Highway	3/23/2026	(216.46)
ILLCO, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	3/23/2026	324.54
Big Systems, LLC	Sign Material	Transportation	County Highway	3/9/2026	968.00
Mandel Metals, Inc. dba US Standard Sign Co.	Sign Material	Transportation	County Highway	3/9/2026	2,863.20
MDSolutions, Inc.	Sign Material	Transportation	County Highway	3/9/2026	2,676.75
Custom Products Corporation	Sign Material	Transportation	County Highway	3/23/2026	1,089.30
Amazon Capital Services Inc	Sign Material	Transportation	County Highway	3/23/2026	17.75
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	3/23/2026	3,051.50
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	3/23/2026	3,322.97
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	3/23/2026	1,072.85
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	3/23/2026	514.22
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	3/23/2026	4,639.48
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	3/23/2026	1,601.39
ComEd	Utilities- Electric	Transportation	County Highway	3/9/2026	4,005.27
ComEd	Utilities- Electric	Transportation	County Highway	3/9/2026	313.37
ComEd	Utilities- Electric	Transportation	County Highway	3/23/2026	4,109.38
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	6.90
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	156.90
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	42.54
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	84.28
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	48.81
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	42.19
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	3,487.83
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	14.12
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	39.68
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	87.62
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	74.11
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	168.08
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	45.29
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	53.10
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	137.03
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	23.30
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	21.33
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	24.17
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	32.11
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	260.30
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	47.09
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	143.91
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/9/2026	20.20
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	161.76
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	124.64
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	43.36
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	371.12
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	26.86
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	81.55
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	51.56
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	64.52

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	53.06
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	3,562.17
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	365.87
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	3,367.81
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	309.75
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	41.87
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	50.63
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	93.01
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	146.89
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	20.20
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	3,429.77
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	3,481.18
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	114.26
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	149.75
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	107.82
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	144.04
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	63.71
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	3/23/2026	142.88
Byrne Software Technologies, Inc.	Computer Software- Capital	Transportation	County Highway	3/9/2026	630.00
Byrne Software Technologies, Inc.	Computer Software- Capital	Transportation	County Highway	3/23/2026	630.00
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	County Bridge	3/9/2026	44,514.06
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	3/23/2026	64,416.00
BLA, Inc.	Engineering Services	Transportation	Motor Fuel Tax	3/9/2026	20,775.10
BLA, Inc.	Engineering Services	Transportation	Motor Fuel Tax	3/9/2026	2,725.14
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	3/9/2026	108,907.14
HR GREEN Inc (formerly SEC GROUP Inc)	Engineering Services	Transportation	Motor Fuel Tax	3/23/2026	9,619.98
Union Pacific Railroad Company	Engineering Services	Transportation	Motor Fuel Tax	3/23/2026	600.27
V3 Companies, LTD	Engineering Services	Transportation	Motor Fuel Tax	3/23/2026	9,856.49
V3 Companies, LTD	Engineering Services	Transportation	Motor Fuel Tax	3/23/2026	240.35
V3 Companies, LTD	Engineering Services	Transportation	Motor Fuel Tax	3/23/2026	1,682.80
Law Office of Bryan P. Lynch, PC	Highway Right of Way	Transportation	Motor Fuel Tax	3/23/2026	102,500.00
BLA, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	3/9/2026	33,790.58
BLA, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	3/9/2026	1,609.95
BLA, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	3/23/2026	23,311.31
Thomas Engineering Group, LLC	Engineering Services	Transportation	Motor Fuel Local Option	3/23/2026	14,901.66
Thomas Engineering Group, LLC	Engineering Services	Transportation	Motor Fuel Local Option	3/23/2026	2,141.11
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	3/9/2026	78,993.40
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	3/9/2026	3,785.78
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	3/9/2026	1,220.61
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	3/9/2026	80,001.28
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	3/23/2026	79,952.50
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	3/9/2026	311.88
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	3/9/2026	347.59
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	3/23/2026	292.41
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	3/23/2026	297.85
JP Morgan Chase Bank, N.A.	Uniform Supplies	Transportation	Motor Fuel Local Option	3/23/2026	958.35
Red Wing Shoe Store	Uniform Supplies	Transportation	Motor Fuel Local Option	3/23/2026	800.00
Amazon Capital Services Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	167.91
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	351.96
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	55.90
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	175.98

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	111.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	(99.75)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	(532.00)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	414.75
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	395.74
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	101.52
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	243.18
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	490.14
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	430.11
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	83.80
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	377.82
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	94.89
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	503.52
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	571.94
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	157.02
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	193.08
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	256.44
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	102.30
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	599.40
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	296.28
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	157.02
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	235.53
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	31.94
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	229.98
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	71.48
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	175.10
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	387.89
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	471.06
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	102.30
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	473.75
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	213.99
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	315.08
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	322.76
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	43.99
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	63.70
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	331.13
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	71.84
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	549.57
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	486.97
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	452.46
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	352.47
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	276.96
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	136.14
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	22.61
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	314.04
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	189.50
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	454.49
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	20.88
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	487.54
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	341.14
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	198.54

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	494.66
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	1,007.04
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	44.18
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	10.02
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	131.90
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	476.07
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	503.52
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	81.37
Feece Oil Company	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	977.90
Feece Oil Company	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	820.00
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	5,166.13
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	(250.00)
JP Morgan Chase Bank, N.A.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	980.00
Menards, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	417.90
Monroe Truck Equipment Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	687.46
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	116.30
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	383.61
Pomp's Tire Service, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	3,375.56
Pomp's Tire Service, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	694.91
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	233.74
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	1,291.78
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	1,475.12
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	(1,475.12)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	704.70
Truck Country of Illinois	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	527.99
Truck Country of Illinois	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	22.12
Truck Country of Illinois	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	292.68
USSI Rentals, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	495.00
USSI Rentals, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	495.00
Via Carlita, LLC dba Hawk Ford St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	776.16
Via Carlita, LLC dba Hawk Ford St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	35.13
Amazon Capital Services Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	92.16
Amazon Capital Services Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	330.84
Amazon Capital Services Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	119.97
Amazon Capital Services Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	27.58
Amazon Capital Services Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	44.35
Baycom, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	804.00
Bonnell Industries, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	559.52
Chicago Parts and Sound, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	313.47
Chicago Parts and Sound, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	(313.47)
Chicago Parts and Sound, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	284.97
Chicago Parts and Sound, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	147.95
Chicago Parts and Sound, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	(147.95)
Chicago Parts and Sound, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	134.50
D&A Powertrain Components Inc dba Aurora Truck Ctr	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	228.25
Amazon Capital Services Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	64.99
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	313.17
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	240.90
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	21.36
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	142.79
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	313.28

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Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	56.80
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	145.87
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/9/2026	82.85
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	218.85
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	459.01
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	586.66
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	851.02
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	153.80
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	70.59
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	31.28
Vermeer Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	425.61
Vermeer Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	388.52
Amazon Capital Services Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	219.38
Amazon Capital Services Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	161.12
Bonnell Industries, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/23/2026	559.52
Elburn NAPA, Inc. dba North Aurora NAPA	Tools	Transportation	Motor Fuel Local Option	3/9/2026	18.49
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	3/9/2026	14.97
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	3/9/2026	42.48
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	3/9/2026	123.85
Zoro Tools, Inc. dba Zoro	Tools	Transportation	Motor Fuel Local Option	3/23/2026	69.99
JP Morgan Chase Bank, N.A.	Tools	Transportation	Motor Fuel Local Option	3/23/2026	1,907.82
Amazon Capital Services Inc	Tools	Transportation	Motor Fuel Local Option	3/23/2026	16.40
Brian Platou dba BP Tools, LLC	Tools	Transportation	Motor Fuel Local Option	3/23/2026	124.95
Brian Platou dba BP Tools, LLC	Tools	Transportation	Motor Fuel Local Option	3/23/2026	366.90
Gasaway Distributors, Inc.	Liquid Salt	Transportation	Motor Fuel Local Option	3/9/2026	2,589.51
K-Tech Specialty Coatings, LLC	Liquid Salt	Transportation	Motor Fuel Local Option	3/9/2026	8,885.14
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/9/2026	7,398.50
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/9/2026	19,148.82
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/9/2026	21,684.12
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/9/2026	26,384.98
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/9/2026	2,348.56
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/23/2026	7,025.99
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	3/23/2026	9,042.40
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	3/9/2026	38.37
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	3/9/2026	11.99
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	3/9/2026	7.26
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	3/9/2026	178.72
Welch Bros, Inc.	Road Material	Transportation	Motor Fuel Local Option	3/23/2026	5.10
Petroleum Traders Corporation	Fuel- Vehicles	Transportation	Motor Fuel Local Option	3/23/2026	22,688.75
CIT Trucks, LLC	Automotive Equipment	Transportation	Motor Fuel Local Option	3/23/2026	15,000.00
BLA, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	0.00
Burns & McDonnell Engineering Co	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	23,074.40
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	14,165.61
GZA Illinois, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	870.28
GZA Illinois, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	21,766.47
V3 Construction Group, LTD	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	341.25
V3 Construction Group, LTD	Engineering Services	Transportation	Transportation Sales Tax	3/9/2026	6,842.48
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	4,687.18
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	2,929.89
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	6,604.16
Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	899.46

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Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	3,040.49
Stantec Consulting Services Inc	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	2,876.39
Union Pacific Railroad Company	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	2,437.57
Crawford, Murphy & Tilly, Inc.	Engineering Services	Transportation	Transportation Sales Tax	3/23/2026	19,279.59
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	3/23/2026	721.98
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	3/23/2026	140,021.87
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	3/23/2026	144.11
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	3/23/2026	127,961.76
Ottosen, DiNolfo, Hasenbalg & Castaldo, LTD	Highway Right of Way	Transportation	Transportation Sales Tax	3/9/2026	675.00
Ann M. Sarich	Highway Right of Way	Transportation	Transportation Sales Tax	3/23/2026	5,100.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	3/23/2026	50.00
Kluber, Inc.	Building Improvements	Health	Opioid Settlement Fund	3/23/2026	2,450.00
River Valley Ranch	Food Permits	Health	County Health	3/9/2026	328.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	3/9/2026	130.00
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/9/2026	2,764.80
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/9/2026	2,419.20
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/9/2026	2,764.80
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/9/2026	2,211.84
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/9/2026	1,658.88
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/9/2026	1,362.00
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	3/23/2026	2,764.80
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	3/23/2026	75.00
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	3/9/2026	96.03
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	3/23/2026	128.74
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	3/23/2026	96.03
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	3/23/2026	96.03
MedPro Waste Disposal LLC	Disposal and Water Softener Srvs	Health	County Health	3/23/2026	66.21
Eco Clean Maintenance, Inc.	Janitorial Services	Health	County Health	3/9/2026	2,532.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Health	County Health	3/23/2026	84.00
Gordon Flesch Company, Inc.	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	279.00
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	145.20
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	565.19
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	485.12
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	7.98
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	73.01
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/9/2026	28.27
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/23/2026	24.52
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/23/2026	31.63
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/23/2026	28.46
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/23/2026	109.79
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	3/23/2026	16.75
Marvin E. Lindsey	Employee Training	Health	County Health	3/23/2026	200.00
Nora S. Arch	Employee Mileage Expense	Health	County Health	3/9/2026	29.44
Nora S. Arch	Employee Mileage Expense	Health	County Health	3/23/2026	21.03
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/9/2026	85.58
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	3/9/2026	103.96
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	3/9/2026	47.98
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	44.00
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/23/2026	117.96
WEX Bank	Fuel- Vehicles	Health	County Health	3/23/2026	157.42
Insight Public Sector Inc	Operating Supplies	Health	County Health	3/9/2026	69.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Employee Mileage Expense	Health	County Health	3/23/2026	250.80
Arizay Guzman	Employee Mileage Expense	Health	County Health	3/9/2026	26.46
Lorena Nunez	Employee Mileage Expense	Health	County Health	3/9/2026	20.59
Cindy Rodriguez	Employee Mileage Expense	Health	County Health	3/9/2026	30.89
Cindy Rodriguez	Employee Mileage Expense	Health	County Health	3/23/2026	6.82
Lorena Nunez	Employee Mileage Expense	Health	County Health	3/23/2026	23.35
ADAPCO, LLC	Operating Supplies	Health	County Health	3/9/2026	2,246.11
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/9/2026	382.35
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	1,149.00
JP Morgan Chase Bank, N.A.	Employee Mileage Expense	Health	County Health	3/23/2026	427.06
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/9/2026	477.96
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/9/2026	430.86
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/23/2026	88.19
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/23/2026	212.03
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/23/2026	449.46
CPR Savers & First Aid Supply	Operating Supplies	Health	County Health	3/23/2026	984.04
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	86.20
Roskuszka & Sons dba Wallys Printing	Operating Supplies	Health	County Health	3/9/2026	994.00
4Imprint, Inc.	Operating Supplies	Health	County Health	3/9/2026	5,642.27
Arch Printing, Inc.	Operating Supplies	Health	County Health	3/23/2026	45.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	500.00
SciAps, Inc.	Special Purpose Equipment	Health	County Health	3/23/2026	24,675.00
Burnidge Properties, LTD	Building Space Rental	Health	County Health	3/9/2026	703.68
JP Morgan Chase Bank, N.A.	Employee Training	Health	County Health	3/23/2026	1,012.00
Colleen R. Nyland	Employee Training	Health	County Health	3/23/2026	187.21
Nicole Evans	Employee Mileage Expense	Health	County Health	3/9/2026	99.98
Antara Mageshwaran	Employee Mileage Expense	Health	County Health	3/9/2026	89.03
Adam Brill	Employee Mileage Expense	Health	County Health	3/9/2026	95.41
Neal Molnar	Employee Mileage Expense	Health	County Health	3/9/2026	52.13
Jasmine Navarro	Employee Mileage Expense	Health	County Health	3/9/2026	61.19
Shivani V. Patel	Employee Mileage Expense	Health	County Health	3/9/2026	152.47
Mary J. Rivera	Employee Mileage Expense	Health	County Health	3/9/2026	63.15
Jennifer Schelstreet	Employee Mileage Expense	Health	County Health	3/9/2026	132.17
William Thwaits	Employee Mileage Expense	Health	County Health	3/9/2026	45.68
William Thwaits	Employee Mileage Expense	Health	County Health	3/23/2026	59.02
Nicholas Wall	Employee Mileage Expense	Health	County Health	3/23/2026	196.91
Jennifer Schelstreet	Employee Mileage Expense	Health	County Health	3/23/2026	101.72
Mary J. Rivera	Employee Mileage Expense	Health	County Health	3/23/2026	169.80
Jasmine Navarro	Employee Mileage Expense	Health	County Health	3/23/2026	48.07
Neal Molnar	Employee Mileage Expense	Health	County Health	3/23/2026	66.77
Adam Brill	Employee Mileage Expense	Health	County Health	3/23/2026	95.27
Antara Mageshwaran	Employee Mileage Expense	Health	County Health	3/23/2026	101.57
JP Morgan Chase Bank, N.A.	General Association Dues	Health	County Health	3/23/2026	120.00
Amazon Capital Services Inc	Office Supplies	Health	County Health	3/9/2026	77.58
Amazon Capital Services Inc	Office Supplies	Health	County Health	3/9/2026	39.99
Amazon Capital Services Inc	Office Supplies	Health	County Health	3/23/2026	22.04
Batavia Instant Print Inc	Operating Supplies	Health	County Health	3/9/2026	89.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	793.15
Spruce Environmental Technologies Inc dba Air Chek	Operating Supplies	Health	County Health	3/23/2026	395.00
ComEd	Utilities- Electric	Health	County Health	3/23/2026	55.67
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	3/9/2026	450.00

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County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	763.00
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	255.00
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	452.50
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	282.50
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	593.50
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	1,384.50
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	1,582.00
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	1,893.00
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	1,469.00
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	2,034.50
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/9/2026	1,638.50
County of Winnebago	Contractual/Consulting Services	Health	County Health	3/23/2026	1,358.50
JP Morgan Chase Bank, N.A.	Lab Services	Health	County Health	3/23/2026	1,262.00
Mozart Holdings, LP dba Medline Industries, LP	Medical Supplies and Drugs	Health	County Health	3/23/2026	489.40
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Health	County Health	3/23/2026	4,795.20
Sharon Cabrera	Employee Mileage Expense	Health	County Health	3/9/2026	91.42
Sharon Cabrera	Employee Mileage Expense	Health	County Health	3/23/2026	34.37
Kane County Fair	Operating Supplies	Health	County Health	3/9/2026	350.00
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/23/2026	491.50
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/23/2026	464.50
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	364.76
Carla C. Diez	Employee Mileage Expense	Health	County Health	3/9/2026	118.03
Erin T. Gasim	Employee Mileage Expense	Health	County Health	3/9/2026	201.65
Erin T. Gasim	Employee Mileage Expense	Health	County Health	3/23/2026	245.14
Dianna Chandavy Strong	Employee Mileage Expense	Health	County Health	3/9/2026	251.58
JP Morgan Chase Bank, N.A.	Employee Training	Health	County Health	3/23/2026	3,608.59
Sarwar Mahmood	Employee Mileage Expense	Health	County Health	3/23/2026	36.76
Susan R. Mrazek	Employee Mileage Expense	Health	County Health	3/23/2026	9.21
Jennifer Lozada	Employee Mileage Expense	Health	County Health	3/9/2026	44.37
Jennifer Lozada	Employee Mileage Expense	Health	County Health	3/23/2026	31.90
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	3/23/2026	370.00
Susan R. Mrazek	Employee Mileage Expense	Health	County Health	3/9/2026	40.53
Reuland Food Service, Inc.	Operating Supplies	Health	County Health	3/23/2026	127.50
Amazon Capital Services Inc	Operating Supplies	Health	County Health	3/9/2026	213.49
Regents of the University of Colorado	Employee Training	Health	Kane Kares	3/9/2026	72.00
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	3/9/2026	82.72
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Health	Kane Kares	3/23/2026	120.00
Nurse-Family Partnership dba Changent	Contractual/Consulting Services	Health	Kane Kares	3/23/2026	3,624.00
Burnidge Properties, LTD	Building Space Rental	Health	Kane Kares	3/9/2026	1,164.32
Roskuszka & Sons dba Wallys Printing	Operating Supplies	Health	Kane Kares	3/9/2026	90.00
Sarah A. Mendoza	Salaries and Wages	Health	American Rescue Plan	3/9/2026	64.38
Sarah A. Mendoza	Salaries and Wages	Health	American Rescue Plan	3/23/2026	64.82
Association for Individual Development	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	23,422.04
Enriching Partnerships for Early Learning	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	4,692.14
Northern Illinois Food Bank	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	2,578.53
Well Child Conference of Elgin dba Well Child Cent	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	12,066.11
World Relief Corporation	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	11,033.25
Federacion de Clubes Michoacanos en Illinois	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	65,971.76
Mathers Recovery, LLC	Contractual/Consulting Services	Health	American Rescue Plan	3/9/2026	8,733.15
Mathers Recovery, LLC	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	5,879.48
Mathers Recovery, LLC	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	3,575.65

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Mid-Valley Special Education Cooperative	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	1,406.15
Mutual Ground, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	4,093.04
Bianca Gonzalez	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	275.00
Jasculca Terman Strategic Communications	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	2,865.00
Kids Above All Illinois	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	52,824.90
Youth Outlook	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	15,926.52
Well Child Conference of Elgin dba Well Child Cent	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	8,836.72
Northern Illinois Food Bank	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	3,280.14
TriCity Family Services	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	31,770.36
Enriching Partnerships for Early Learning	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	3,935.56
Family Recovery Centers, PLLC	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	4,177.98
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	75,909.99
Aurora Area Interfaith Food Pantry	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	3,016.82
Community Behavioral Healthcare Association of IL	Contractual/Consulting Services	Health	American Rescue Plan	3/23/2026	1,200.00
National Council for Behavioral Health	Operating Supplies	Health	American Rescue Plan	3/23/2026	224.55
ACME Auto Leasing, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	1,578.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/9/2026	4,500.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	4,375.00
Deborah L. Conley, LTD	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	250.00
Roots & Wings Counseling Consultants, PLLC	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	187.50
Teyolia, LLC	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	1,500.00
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	6,781.25
Alarm Detection Systems, Inc.	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	3/9/2026	2,889.22
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	3/23/2026	12,492.97
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	3/23/2026	972.88
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	3/23/2026	5,997.98
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	3/23/2026	5,380.37
Trane US, Inc. dba Trane	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	1,058,535.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/9/2026	936.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/23/2026	1,625.00
Valdes Engineering Company	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/23/2026	1,790.00
1 Source Mechanical, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/23/2026	164,450.61
Hartwig Mechanical, LLC	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/23/2026	128,372.40
Hartwig Mechanical, LLC	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/23/2026	11,700.00
Hartwig Mechanical, LLC	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/23/2026	4,234.50
Aurora Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	3/9/2026	16,233.33
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	3/9/2026	138,328.55
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	3/23/2026	42,866.68
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	12,001.42
Baxter & Woodman, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/23/2026	526.25
University of Illinois	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	3/23/2026	20,365.59
University of Illinois	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	3/23/2026	4,285.12
University of Illinois	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	3/23/2026	3,784.87
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Veterans' Commission	Veterans' Commission	3/23/2026	700.00
JP Morgan Chase Bank, N.A.	Employee Training	Veterans' Commission	Veterans' Commission	3/23/2026	1,720.00
JP Morgan Chase Bank, N.A.	Office Supplies	Veterans' Commission	Veterans' Commission	3/23/2026	1,305.13
Southern Computer Warehouse (SCW)	Computer Hardware- Non Capital	Veterans' Commission	Veterans' Commission	3/23/2026	588.85
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Information Technologies	Web Technical Services	3/23/2026	811.30
JP Morgan Chase Bank, N.A.	Software Licensing Cost	Information Technologies	Web Technical Services	3/23/2026	119.99
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	3/23/2026	14,488.00
Ellen Kamps	Contractual/Consulting Services	Development	Economic Development	3/23/2026	12,000.00

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JP Morgan Chase Bank, N.A.	Conferences and Meetings	Development	Economic Development	3/23/2026	104.59
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	3/9/2026	7,267.00
Interiors for Business, Inc.	Contractual/Consulting Services	Development	Economic Development	3/9/2026	53,157.33
JEG 360, LLC	Contractual/Consulting Services	Development	Economic Development	3/9/2026	21,008.31
Law Office of Gary M. Vanek, PC	Contractual/Consulting Services	Development	Economic Development	3/9/2026	4,170.00
Law Office of Gary M. Vanek, PC	Contractual/Consulting Services	Development	Economic Development	3/23/2026	5,925.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	3/23/2026	6,067.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	3/23/2026	6,067.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	3/23/2026	7,267.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	3/23/2026	7,267.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	3/23/2026	7,267.00
Batavia Enterprises Real Estate, LLC	Contractual/Consulting Services	Development	Economic Development	3/23/2026	5,254.70
Convergent Nonprofit Solutions, LLC	Contractual/Consulting Services	Development	Economic Development	3/23/2026	19,500.00
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	3/23/2026	11,583.33
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	3/23/2026	5,175.00
Natl Assn for County Community & Econ Development	Books and Subscriptions	Development	Community Dev Block Program	3/9/2026	2,255.00
JP Morgan Chase Bank, N.A.	Employee Training	Development	HOME Program	3/23/2026	1,008.38
Spillane and Sons, LTD	Miscellaneous Contractual Exp	Development	HOME Program	3/23/2026	144,300.00
Dell Marketing LP	Contractual/Consulting Services	Development	Cost Share Drainage	3/23/2026	85.70
Geosyntec Consultants, Inc.	Contractual/Consulting Services	Development	Cost Share Drainage	3/23/2026	21,787.50
Tisa M. Baum	Employee Mileage Expense	Health	Home - ARP	3/9/2026	148.48
Tisa M. Baum	Employee Mileage Expense	Health	Home - ARP	3/23/2026	162.04
Jennifer L. Ryan	Employee Mileage Expense	Health	Home - ARP	3/23/2026	270.57
Vikas Agrawal	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,400.00
Sarah J. Garcia	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	2,470.00
Willard E. Groth	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,900.00
Illinois Property Group, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	2,700.00
JHG Real Estate, Inc.	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	2,130.00
Larry Daniel Larsen	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,400.00
Lorlyn of Batavia, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,375.00
Alberto Marmolejo	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,395.00
Milestone Real Estate, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	975.00
Padala Investments, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	3,100.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,400.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,750.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,200.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,350.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,300.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,500.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,000.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,150.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,125.00
Shodeen Family Property Co, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,655.00
Thompson Capital Investments, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	2,260.00
Thompson Capital Investments, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	3,140.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,125.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,125.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,125.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,125.00
Todd R Von Ohlen	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,450.00
Todd R Von Ohlen	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	1,250.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Raquel S. Willis	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	2,500.00
Raquel S. Willis	Miscellaneous Contractual Exp	Health	Home - ARP	3/23/2026	2,500.00
Engineering Resource Associates, Inc.	Contractual/Consulting Services	Environmental Management	Stormwater Management	3/23/2026	1,689.97
CITY OF BATAVIA	Contractual/Consulting Services	Environmental Management	Elec Agg Civic Contribution	3/23/2026	20,000.00
JADE Hanna Surveyors	Contractual/Consulting Services	County Board	Farmland Preservation	3/23/2026	860.00
Ellen Kamps	Contractual/Consulting Services	County Board	Farmland Preservation	3/23/2026	5,250.00
Ellen Kamps	Contractual/Consulting Services	County Board	Farmland Preservation	3/23/2026	12,770.00
Ellen Kamps	Contractual/Consulting Services	County Board	Farmland Preservation	3/23/2026	4,800.00
Ellen Kamps	Contractual/Consulting Services	County Board	Farmland Preservation	3/23/2026	8,550.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	3/23/2026	157.50
Paddock Publications (Daily Herald)	Grant Services	Development	Growing for Kane	3/23/2026	48.30
Batavia Enterprises Real Estate, LLC	Prepaid Expense		Workforce Development	3/23/2026	19,989.70
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	3/23/2026	2,421.42
JP Morgan Chase Bank, N.A.	Prepaid Gasoline Card		Workforce Development	3/23/2026	400.00
Amanda Weinreis	Employee Mileage Expense	- WIOA 24	Workforce Development	3/9/2026	11.20
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	2,631.00
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	2,642.41
Elgin Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	3/9/2026	804.68
Elgin Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	3/9/2026	1,300.65
Elgin Community College	Youth Supportive Services	- WIOA 24	Workforce Development	3/9/2026	344.12
Elgin Community College	Youth Supportive Services	- WIOA 24	Workforce Development	3/9/2026	688.24
Amanda Weinreis	Employee Mileage Expense	- WIOA 24	Workforce Development	3/9/2026	100.81
Business and Career Services Incorporated	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	7,800.57
Waubonsee Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	15,074.24
Business and Career Services Incorporated	Work Based Learning Activities	- WIOA 24	Workforce Development	3/9/2026	9,221.80
Waubonsee Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	3/9/2026	13,379.97
Waubonsee Community College	Youth ITA	- WIOA 24	Workforce Development	3/9/2026	14,729.00
Waubonsee Community College	Youth Supportive Services	- WIOA 24	Workforce Development	3/9/2026	1,708.26
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	11,339.99
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	13,556.13
Elgin Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	3/9/2026	2,483.68
Elgin Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	3/9/2026	2,216.04
Elgin Community College	Youth Supportive Services	- WIOA 24	Workforce Development	3/9/2026	1,179.84
Elgin Community College	Youth Supportive Services	- WIOA 24	Workforce Development	3/9/2026	1,595.12
Waubonsee Community College	Youth ITA	- WIOA 24	Workforce Development	3/9/2026	7,789.00
Waubonsee Community College	Academic/Pre-Vocational Services	- WIOA 24	Workforce Development	3/9/2026	888.00
APS Training Institute, Inc.	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	980.00
Associated Builders & Contractors, Inc.	DT ITA	- WIOA 24	Workforce Development	3/9/2026	1,783.34
National College of Health, Inc.	DT ITA	- WIOA 24	Workforce Development	3/9/2026	829.06
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	5,000.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	5,000.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	4,950.00
Shwetha Kadam	DT ITA	- WIOA 24	Workforce Development	3/23/2026	104.00
Heidi Baumgartner	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	15.42
Heidi Baumgartner	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	73.13
Heidi Baumgartner	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	85.55
Aline Castillo	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	119.59
Devin Pickenpack	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	65.25
Devin Pickenpack	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	65.25
Devin Pickenpack	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	65.25
Devin Pickenpack	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	65.25

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Alannis L. Munoz	Employee Mileage Expense	- WIOA 24	Workforce Development	3/9/2026	66.56
Vianka I. Mercado-Corona	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	427.04
Dian L. Williams	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	44.08
Dian L. Williams	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	66.12
Dian L. Williams	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	88.16
Eve Linden	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	360.33
Eve Linden	SS Transportation Assistance	- WIOA 24	Workforce Development	3/23/2026	432.40
Wolf Driving School, Inc.	DT ITA	- WIOA 24	Workforce Development	3/9/2026	5,337.00
Eagle Training Services, Inc.	DT ITA	- WIOA 24	Workforce Development	3/9/2026	5,400.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	3/23/2026	3,016.13
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	172.00
Raphael Carrillo	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	79.94
Raphael Carrillo	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	157.08
Raphael Carrillo	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	198.45
Raphael Carrillo	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	198.45
Raphael Carrillo	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	198.45
Guneri Corumluoglu	SS Other Supportive Services	- WIOA 24	Workforce Development	3/23/2026	185.00
Dawn E. Garner	DT ITA	- WIOA 24	Workforce Development	3/9/2026	118.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	3/9/2026	3,255.84
Dawn E. Garner	DT ITA	- WIOA 24	Workforce Development	3/23/2026	34.99
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	2,895.00
APS Training Institute, Inc.	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	3/9/2026	1,470.00
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	3/9/2026	572.00
Adtalem Global Eductn dba Chamberlain University	DT ITA	- WIOA 24	Workforce Development	3/9/2026	1,197.95
CDL America, Inc.	DT ITA	- WIOA 24	Workforce Development	3/9/2026	5,015.00
Management & Information Technology Solutions Inc	DT ITA	- WIOA 24	Workforce Development	3/9/2026	1,825.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	3/9/2026	5,401.00
Symbol Training Institute	DT ITA	- WIOA 24	Workforce Development	3/9/2026	10,000.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	3/23/2026	87.00
Chicago State University	DT ITA	- WIOA 24	Workforce Development	3/23/2026	6,799.98
Alannis L. Munoz	Employee Mileage Expense	- WIOA 24	Workforce Development	3/9/2026	63.94
Avid Associates, LLC dba Avid CNA School	DT ITA	- WIOA 24	Workforce Development	3/23/2026	3,261.00
Najla A. Yisrael	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	151.20
Najla A. Yisrael	SS Transportation Assistance	- WIOA 24	Workforce Development	3/9/2026	156.60
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	3/9/2026	1,327.00
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	3/9/2026	3,772.00
COMNet Group Incorporated	DT ITA	- WIOA 24	Workforce Development	3/9/2026	4,450.00
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	3/9/2026	115.00
IT Expert System, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	5,300.00
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	3/9/2026	1,795.00
Waubonsee Community College	DT ITA	- WIOA 24	Workforce Development	3/9/2026	26.00
College of DuPage	DT ITA	- WIOA 24	Workforce Development	3/23/2026	2,099.00
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	1,963.00
IT Expert System, Inc.	DT ITA	- WIOA 24	Workforce Development	3/23/2026	4,900.00
JP Morgan Chase Bank, N.A.	Office Supplies	- WIOA 25	Workforce Development	3/23/2026	(4.48)
Kerber, Eck, & Braeckel, LLP	Professional Services	- WIOA 25	Workforce Development	3/23/2026	400.00
Kerber, Eck, & Braeckel, LLP	Professional Services	- WIOA 25	Workforce Development	3/23/2026	3,404.50
Adam D. Schauer	Employee Mileage Expense	- WIOA 25	Workforce Development	3/9/2026	131.37
Jasmine Walker	Employee Mileage Expense	- WIOA 25	Workforce Development	3/9/2026	209.02
Amanda Weinreis	Employee Mileage Expense	- WIOA 25	Workforce Development	3/23/2026	2.84
Amanda Weinreis	Employee Mileage Expense	- WIOA 25	Workforce Development	3/23/2026	17.46

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	3/9/2026	59.60
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	3/9/2026	59.60
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	3/23/2026	70.80
APlus Business Consulting, LLC	Janitorial Services	#NAME?	Workforce Development	3/9/2026	1,326.59
Batavia Enterprises Real Estate, LLC	Repairs and Maint- Buildings	#NAME?	Workforce Development	3/9/2026	73.19
JP Morgan Chase Bank, N.A.	Conferences and Meetings	#NAME?	Workforce Development	3/23/2026	725.95
JP Morgan Chase Bank, N.A.	Office Supplies	#NAME?	Workforce Development	3/23/2026	501.95
The Pitney Bowes Bank Inc dba The Pitney Bowes Res	Postage	#NAME?	Workforce Development	3/9/2026	100.00
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	3/9/2026	186.54
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	3/9/2026	232.90
CITY OF BATAVIA	Utilities- Electric	#NAME?	Workforce Development	3/23/2026	93.10
AT&T dba AT&T Enterprises, LLC	Telephone	#NAME?	Workforce Development	3/23/2026	28.23
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	3/23/2026	322.48
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	3/9/2026	228.23
ComEd	Utilities- Electric	#NAME?	Workforce Development	3/23/2026	129.64
JP Morgan Chase Bank, N.A.	Telephone	#NAME?	Workforce Development	3/23/2026	58.06
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	3/23/2026	338.97
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	3/23/2026	204.90
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	3/9/2026	56.77
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	3/9/2026	56.77
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	3/23/2026	67.43
APlus Business Consulting, LLC	Janitorial Services	#NAME?	Workforce Development	3/9/2026	1,263.41
Batavia Enterprises Real Estate, LLC	Repairs and Maint- Buildings	#NAME?	Workforce Development	3/9/2026	69.71
Heidy Barrera	Employee Mileage Expense	#NAME?	Workforce Development	3/9/2026	168.91
Ann-Margaret Luciano	Employee Mileage Expense	#NAME?	Workforce Development	3/23/2026	92.80
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	3/9/2026	177.66
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	3/9/2026	221.81
CITY OF BATAVIA	Utilities- Electric	#NAME?	Workforce Development	3/23/2026	88.67
AT&T dba AT&T Enterprises, LLC	Telephone	#NAME?	Workforce Development	3/23/2026	26.88
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	3/23/2026	307.11
JP Morgan Chase Bank, N.A.	Communication/Web Host	#NAME?	Workforce Development	3/23/2026	76.00
Insight Public Sector Inc	Software Licensing Cost	#NAME?	Workforce Development	3/9/2026	158.63
Business and Career Services Incorporated	Miscellaneous Contractual Exp	#NAME?	Workforce Development	3/9/2026	1,864.03
Business and Career Services Incorporated	Miscellaneous Contractual Exp	#NAME?	Workforce Development	3/23/2026	2,388.91
Business and Career Services Incorporated	Work Based Learning Activities	#NAME?	Workforce Development	3/9/2026	635.33
Business and Career Services Incorporated	Work Based Learning Activities	#NAME?	Workforce Development	3/23/2026	1,243.49
Illinois Phlebotomy Services, LLC	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	3/23/2026	850.00
CDW Government, Inc.	Computers	Other- Countywide Expenses	Capital Projects	3/23/2026	1,550.06
Healy, Bender, Patton, & Been Architects	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	3/9/2026	1,615.50
Healy, Bender, Patton, & Been Architects	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	3/9/2026	578.75
Wight & Company	Building Improvements	Other- Countywide Expenses	Capital Projects	3/9/2026	8,000.00
Hartwig Mechanical, LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	3/9/2026	26,352.00
Hartwig Mechanical, LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	3/23/2026	3,510.00
Alarm Detection Systems, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	3/23/2026	696.00
County Wide Landscaping, Inc.	Repairs and Maintenance- Roads	Development	Mill Creek Special Service Area	3/23/2026	17,600.00
Safe Step, LLC	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	3/9/2026	49,615.64
V3 Construction Group, LTD	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	3/23/2026	11,180.00
Rehm Electric Shop, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	3/23/2026	1,669.64
Hampton Lenzini & Renwick, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	3/23/2026	3,091.56
Hampton Lenzini & Renwick, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	3/23/2026	261.44
Securadyne Systems Intermediate LLC dba Adesta LLC	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	3/23/2026	167.56

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	3/9/2026	47.54
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	3/9/2026	142.88
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	3/9/2026	391.97
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	3/23/2026	287.87
Martam Construction, Inc.	Road Construction	Transportation	Central Impact Fees	3/9/2026	62,617.73
Ottosen, DiNolfo, Hasenbalg & Castaldo, LTD	Highway Right of Way	Transportation	South Impact Fees	3/9/2026	1,715.00
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	3/23/2026	3,395.00
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	3/23/2026	2,427.50
City of Naperville	Professional Services	Environmental Management	Enterprise Surcharge	3/23/2026	10,000.00
JP Morgan Chase Bank, N.A.	Professional Services	Environmental Management	Enterprise Surcharge	3/23/2026	360.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Environmental Management	Enterprise Surcharge	3/23/2026	2.99
JP Morgan Chase Bank, N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	3/23/2026	249.99
JP Morgan Chase Bank, N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	3/23/2026	287.35
MIP V Onion Parent LLC dba Lakeshore Recycling	Operating Supplies	Environmental Management	Enterprise Surcharge	3/23/2026	200.00
Waste Management of Illinois - West	Operating Supplies	Environmental Management	Enterprise Surcharge	3/23/2026	544.60
AssuredPartners Cap. dba Assured Partnrs of IL LLC	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	9,500.00
Flexible Benefits Service, LLC	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	1,622.25
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	7,885.24
Cigna Health & Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	3/9/2026	74,384.09
Magellan Healthcare, Inc.	Healthcare - Life Insurance	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	3,360.00
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	3/9/2026	3,154.15
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	3/9/2026	3,059.69
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	3/9/2026	4,862.70
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	2,639.21
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	4,809.82
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	120,099.90
JP Morgan Chase Bank, N.A.	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	297.53
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	1,009,742.18
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	36,126.20
Health Care Service Corporation dba BCBSIL	Healthcare Facility Access Fee	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	4,873.49
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	(76,602.00)
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	64,608.90
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	561,476.04
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	35,546.44
Health Care Service Corporation dba BCBSIL	Healthcare HMO Managed Care Fee	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	8,682.44
Health Care Service Corporation dba BCBSIL	Healthcare Physician Services Fee	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	194,230.51
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	3/23/2026	(83,598.20)
Flexible Benefits Service, LLC	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	3/2/2026	17,559.10
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	3/9/2026	14,937.30
Public Risk Underwriters of the Midwest, LLC	Distribution	Information Technologies	911 Emergency Surcharge	3/9/2026	12,072.00
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	3/2/2026	65,520.00
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/9/2026	13,695.30
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/9/2026	16,928.76
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/9/2026	9,864.88
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/23/2026	10,169.50
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/23/2026	9,792.93
Office of the Illinois State Treasurer	Accrued Liabilities		County Clerk Domestic Violence	3/23/2026	890.00
Office of the Illinois State Treasurer	Accrued Liabilities		County Clerk Domestic Violence	3/23/2026	840.00
IL Department of Public Health - Vital Records	Accrued Liabilities		Death Certificates	3/23/2026	11,976.00
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	3/2/2026	225,260.50
TOTAL				**1,986**	**$10,973,189.47**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-222

APPROVING PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUESTS

WHEREAS, the Local Government Travel Expense Control Act (50 ILCS 150/1 et seq.) requires Kane County to regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees; and

WHEREAS, the Travel Policy in the Kane County Financial Policies provides that travel reimbursement claims must be documented on a personal expense voucher and submitted to the Auditor's Office with approval by an employee's supervisor or other designated party and supporting documentation within sixty (60) days of the travel date; and

WHEREAS, the following travel reimbursement requests were submitted to the Auditor's Office more than sixty (60) days after the travel date, but otherwise contain all documentation that is required under the Travel Policy in the Kane County Financial Policies; and

WHEREAS, the Auditor's Office brings this resolution for the County Board to review the submitted requests and to consider authorizing an exception to the Travel Policy that is set out in the Kane County Financial Policies; and

WHEREAS, these reimbursements may be considered taxable income under Internal Revenue Service regulations as they exceed the sixty (60) day requirement.

NOW, THEREFORE, BE IT RESOLVED that the following travel reimbursement requests are hereby approved by the Kane County Board:

[Batch #s]	[Amounts]
2026-00005637	**$ 29.73**
Total	**$ 29.73**

Passed by the Kane County Board on May 12, 2026.

_____ _____

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Personal Expense Voucher Reimbursement Requests

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Penny Wegman, 630.232.5915

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution approves certain personal expense voucher reimbursement requests that were submitted more than sixty (60) days after the travel date.

Kane County Personal Expense Voucher

Invoice #: 20260312-T-NB

APR 08 2026

First Name: NICOLE Last Name: BUHL

Address: [redacted]

City: State: [redacted] Zip Code: [redacted]

Department: COURT SERVICES

Fund/Dept./Sub-Dept.: (001)(430)(431)

Mileage Rate (per mile): 0.725

MAR 19 2026

Date (MM/DD/YYYY)	Description/Purpose	Start Location	End Location	Miles	Mileage Reimb	Other Transport	Lodging	Meals	Other
01/14/2026	TYLER TRAINING AT CLERK	ELGIN OFFICE	ELGIN OFFICE	25.00	$18.125				
01/16/2026	TYLER TRAINING AT CLERK	HOME	HOME	16.00	$11.600				
			Total(s)	41.00	$29.73	$0.00	$0.00	$0.00	$0.00

Grand Total: $29.73

Explanation:

CHECKLIST

Checklist Item	Yes/No
Receipts and/or Agenda Attached?	No
Employee Home Address Included?	Yes
Are the expenditures submitted with supporting documentation to the Auditor's Office within 60 days?	No

SUMMARY OF EXPENSES

Description	Project Code	Amount/Item
Conference/ Meeting	53100	
Training Expense	53110	
Mileage Expense	53120	$29.73
Other		
Total		$29.73

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVER'S LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-71 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Signature: Nicole Buhl Date: 03/12/2026

Approved By: BH 3/10/26 Date: 03/16/26

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-223

AUTHORIZING INTERFUND LOANS FOR GENERAL FUND ACCOUNT #001 AND GENERAL FUND - SPECIAL RESERVE ACCOUNT #112

WHEREAS, from time to time, the cash balance of the General Fund - General Account #001 may require a transfer of cash to cover negative cash balances, until such time as property tax revenue, which is the primary source of revenue in this fund, is received in June and September of each fiscal year; and

WHEREAS, the General Fund - Special Reserve Account #112 was established by County Board Resolution 13-87 to set aside reserves for specific future budgeted expenditures and per County Financial Policies, Section “Reserve Policies” “may only be used with approval of the County Board through the normal budgeting and appropriation process” and has funds available to make interfund loans to the General Fund - General Account #001 to cover negative cash balances during FY2026; and

WHEREAS, for financial reporting and accounting purposes, this interfund loan agreement will be reviewed and renewed by resolution each fiscal year to take into consideration revisions to the loan amount or other terms; and

WHEREAS, the General Fund - General Account #001 will be able to pay the interfund loans back once property tax revenue is received; and

WHEREAS, for fiscal year 2026, an interfund loan amount of up to $12,000,000 can be made from the General Fund - Special Reserve Account #112 to cover the payment of expenses in the General Fund - General Account #001 as directed by the Executive Director of the Finance Department; and

WHEREAS, under Kane County's Financial Policies, it is necessary to notify the Finance Committee of all interfund loans on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that an interfund loan for Fiscal Year 2026 totaling not more than $12,000,000 from the General Fund - Special Reserve Account #112 to cover expenses for the General Fund - General Account #001 be made and shall be 100% reimbursed during fiscal year 2026 upon the execution of necessary funding agreements and receipt of reimbursements thereunder.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Executive Director of the Finance Department shall report the status of the interfund loan to the County Board Finance and Budget Committee on a monthly basis.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing Interfund Loans for General Fund General Account #001 and General Fund – Special Reserve Account #112

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen Hopkinson, 630.208.5132

Budget Information:

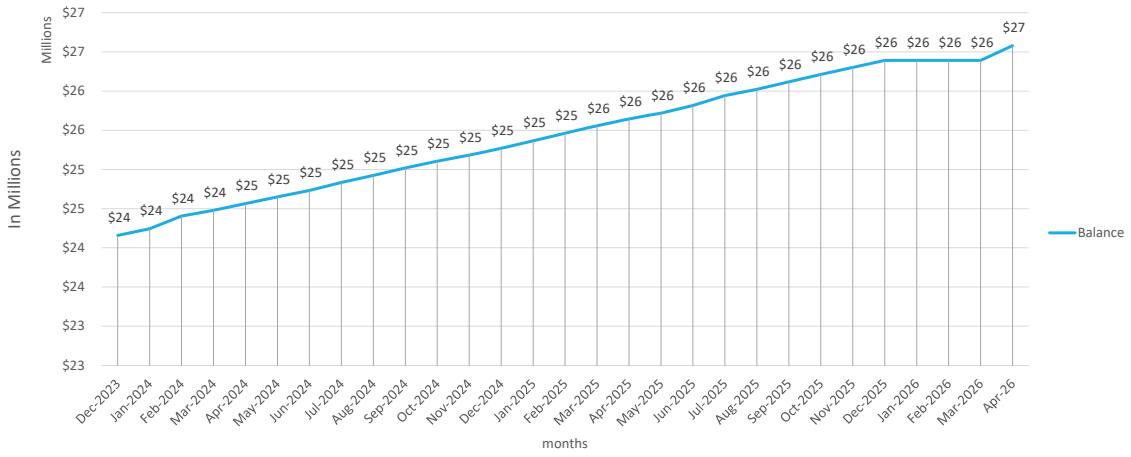
Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes an interfund loan for an amount of up to $12,000,000 from General Fund – Special Reserve Account #112 to the General Fund – General Account #001 to cover negative cash balances, until such time as property tax revenue, which is the primary source of revenue in each of these three funds, is received in June and September of each fiscal year. The General Fund – Special Reserve Account #112 was established by County Board Resolution 13-87 to set aside reserves for specific future budgeted expenditures and per County Financial Policies, Section “Reserve Policies” “may only be used with approval of the County Board through the normal budgeting and appropriation process”.

General Fund – Special Reserve Account # 112

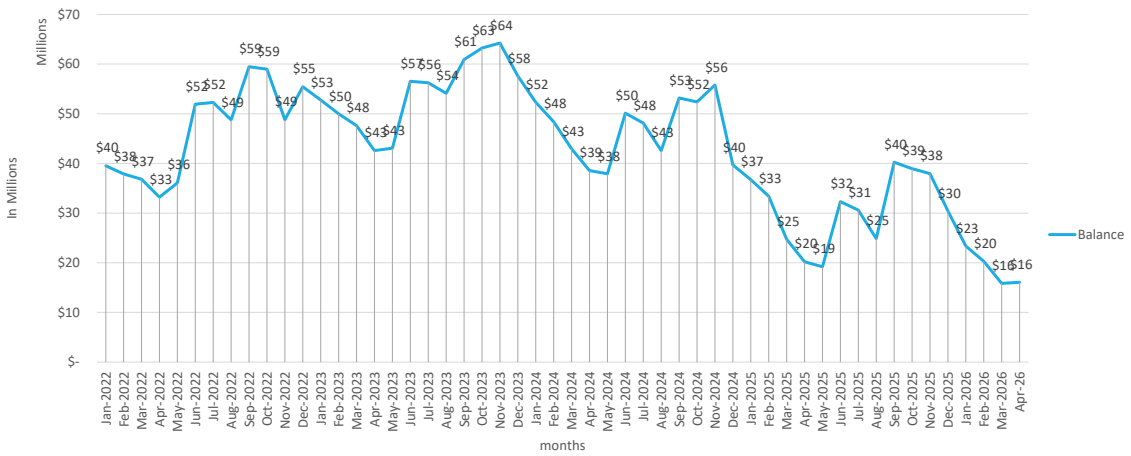
Cash and Investments - Balance by Month



7

General Fund – General Account #001

Cash and Investments - Balance by Month



8

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-224

AUTHORIZING INTERFUND LOANS FOR ILLINOIS MUNICIPAL RETIREMENT FUND #110 AND GENERAL FUND - SPECIAL RESERVE ACCOUNT #112

WHEREAS, from time to time, the cash balances of the Illinois Municipal Retirement Fund #110 may require a transfer of cash to cover negative cash balances, until such time as property tax revenue, which is the primary source of revenue in this fund, is received in June and September of each fiscal year; and

WHEREAS, the General Fund - Special Reserve Account #112 was established by County Board Resolution 13-87 to set aside reserves for specific future budgeted expenditures and per County Financial Policies, Section “Reserve Policies” “may only be used with approval of the County Board through the normal budgeting and appropriation process” and has funds available to make interfund loans to the General Fund - General Account #001 to cover negative cash balances during FY2026; and

WHEREAS, for financial reporting and accounting purposes, this interfund loan agreement will be reviewed and renewed by resolution each fiscal year to take into consideration revisions to the loan amount or other terms; and

WHEREAS, the Illinois Municipal Retirement Fund #110 will be able to pay the interfund loans back once property tax revenue is received; and

WHEREAS, for fiscal year 2026, an interfund loan amount of up to $2,500,000 can be made from the General Fund - Special Reserve Account #112 to cover the payment of expenses in the Illinois Municipal Retirement Fund #110 as directed by the Executive Director of the Finance Department; and

WHEREAS, under Kane County's Financial Policies, it is necessary to notify the Finance Committee of all interfund loans on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that an interfund loan for Fiscal Year 2026 totaling not more than $2,500,000 from the General Fund - Special Reserve Account #112 to cover expenses for the Illinois Municipal Retirement Fund #110 be made and shall be 100% reimbursed during fiscal year 2026 upon the execution of necessary funding agreements and receipt of reimbursements thereunder.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Executive Director of the Finance Department shall report the status of the interfund loan to the County Board Finance and Budget Committee on a monthly basis.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing Interfund Loans for Illinois Municipal Retirement Fund #110 and General Fund – Special Reserve Account #112

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen Hopkinson, 630.208.5132

Budget Information:

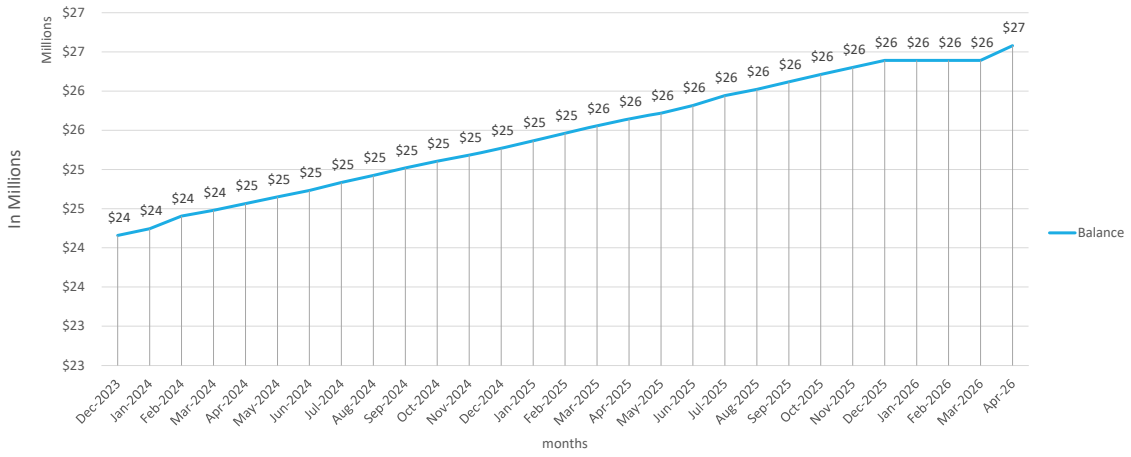
Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes an interfund loan for an amount of up to $2,500,000 from General Fund – Special Reserve Account #112 to the Illinois Municipal Retirement Fund #110 to cover negative cash balances, until such time as property tax revenue, which is the primary source of revenue in each of these three funds, is received in June and September of each fiscal year. The General Fund – Special Reserve Account #112 was established by County Board Resolution 13-87 to set aside reserves for specific future budgeted expenditures and per County Financial Policies, Section “Reserve Policies” “may only be used with approval of the County Board through the normal budgeting and appropriation process”.

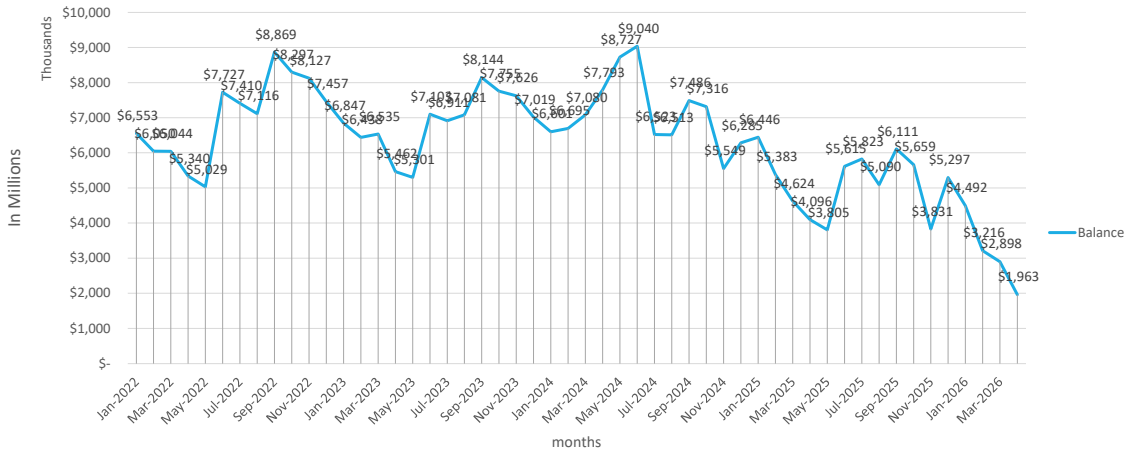
General Fund – Special Reserve Account # 112

Cash and Investments - Balance by Month



IMRF Fund #110

Cash and Investments - Balance by Month



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-225

AUTHORIZING INTERFUND LOANS FOR FICA/SOCIAL SECURITY FUND #111 AND GENERAL FUND - SPECIAL RESERVE ACCOUNT #112

WHEREAS, from time to time, the cash balance of the FICA/Social Security Fund #111, may require a transfer of cash to cover negative cash balances, until such time as property tax revenue, which is the primary source of revenue in this fund, is received in June and September of each fiscal year; and

WHEREAS, the General Fund - Special Reserve Account #112 was established by County Board Resolution 13-87 to set aside reserves for specific future budgeted expenditures and per County Financial Policies, Section “Reserve Policies” “may only be used with approval of the County Board through the normal budgeting and appropriation process” and has funds available to make interfund loans to the General Fund - General Account #001 to cover negative cash balances during FY2026; and

WHEREAS, for financial reporting and accounting purposes, this interfund loan agreement will be reviewed and renewed by resolution each fiscal year to take into consideration revisions to the loan amount or other terms; and

WHEREAS, the FICA/Social Security Fund #111 will be able to pay the interfund loans back once property tax revenue is received; and

WHEREAS, for fiscal year 2026, an interfund loan amount of up to $2,500,000 can be made from the General Fund - Special Reserve Account #112 to cover the payment of expenses in the FICA/Social Security Fund #111 as directed by the Executive Director of the Finance Department; and

WHEREAS, under Kane County's Financial Policies, it is necessary to notify the Finance Committee of all interfund loans on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that an interfund loan for Fiscal Year 2026 totaling not more than $2,500,000 from the General Fund - Special Reserve Account #112 to cover expenses for the FICA/Social Security Fund #111 be made and shall be 100% reimbursed during fiscal year 2026 upon the execution of necessary funding agreements and receipt of reimbursements thereunder.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Executive Director of the Finance Department shall report the status of the interfund loan to the County Board Finance and Budget Committee on a monthly basis.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing Interfund Loans for FICA/Social Security Fund #111 and General Fund – Special Reserve Account #112

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen Hopkinson, 630.208.5132

Budget Information:

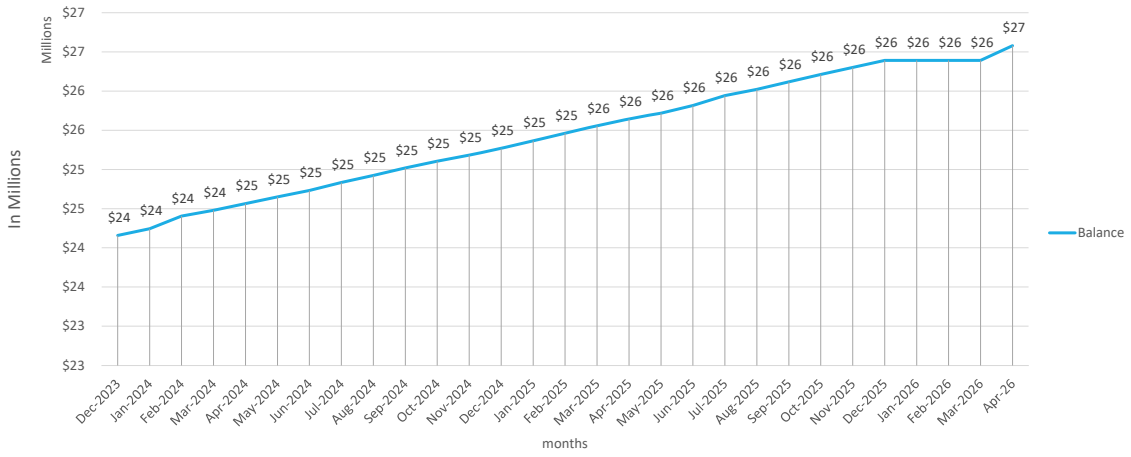
Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes an interfund loan for an amount of up to $2,500,000 from General Fund – Special Reserve Account #112 to the FICA/Social Security Fund #111 to cover negative cash balances, until such time as property tax revenue, which is the primary source of revenue in each of these three funds, is received in June and September of each fiscal year. The General Fund – Special Reserve Account #112 was established by County Board Resolution 13-87 to set aside reserves for specific future budgeted expenditures and per County Financial Policies, Section “Reserve Policies” “may only be used with approval of the County Board through the normal budgeting and appropriation process”.

General Fund – Special Reserve Account # 112

Cash and Investments - Balance by Month



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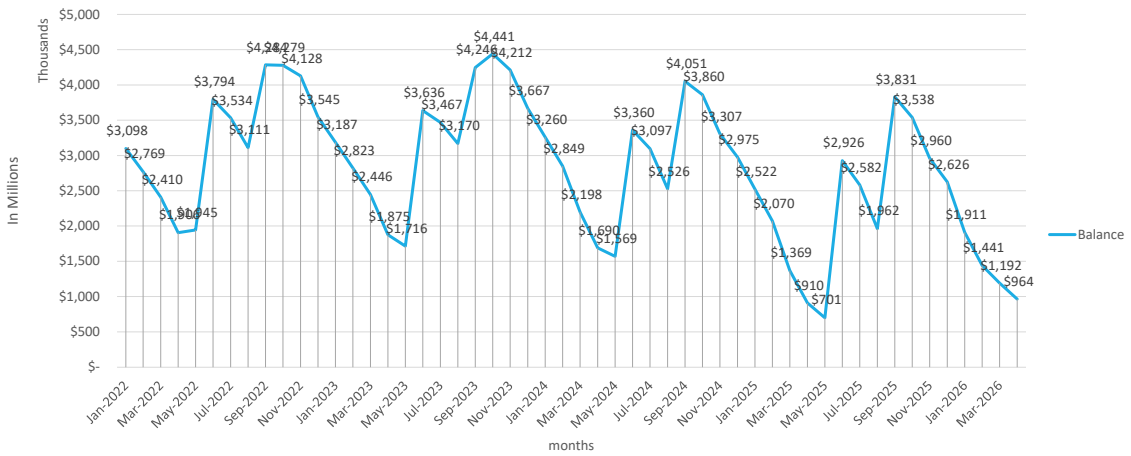
FICA/Social Security Fund #111

Cash and Investments - Balance by Month



8

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-226

DIRECTING THE USE OF THE CONSUMER PRICE INDEX INCREASE IN THE COUNTY BUDGET PROCESS AS ADDRESSED IN THE KANE COUNTY BOARD FISCAL YEAR 2027 BUDGET POLICY

WHEREAS, Kane County is a taxing district that is subject to the Property Tax Extension Limitation Law ("PTELL") (35 ILCS 200/18-185 through 18-245); and

WHEREAS, a taxing district subject to the PTELL is limited to an extension limitation of 5% or the percentage increase in the Consumer Price Index ("CPI") during the 12-month calendar year preceding the levy year, whichever is less, without referendum approval; and

WHEREAS, the County is currently in the process of developing the 2027 Budget and as part of that process determining the amount of revenues available to be appropriated; and

WHEREAS, the Illinois Department of Revenue has indicated that, for 2026 extensions (payable in 2027), the Consumer Price Index to be used for computing the extension limitation and debt service extension base is 2.7%; and

WHEREAS, as part of the 2027 Budget Process, it is recommended that due to the limited ability for the General Fund - General Account to raise revenue to meet operating expenses as well as the County's historical decisions to fund any increases in the Veteran's Assistance Commission Fund with property tax revenue, that any increases in property tax revenue would be allocated to the General Fund - General Account and the Veteran's Assistance Commission; and

WHEREAS, this resolution serves only as a directive by the Kane County Board to be used as part of the Fiscal Year 2027 Budget process; and

WHEREAS, this resolution is not a formal decision as to the amounts of the applicable County tax levies for Fiscal Year 2027, which will be determined by the Kane County Board during the adoption of the Fiscal Year 2027 budget.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board as part of the 2027 Budget process, the County Board directs the Finance Department to utilize a 2.7% increase in property taxes authorized under PTELL in a calculation of Kane County's property tax levy request to be applied to the County's General Fund - General Account when carrying out the Fiscal Year 2027 budget process.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Directing the Use of the Consumer Price Index Increase as Part of the Fiscal Year 2027 Budget Process

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen T. Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The County is currently in the process of developing the 2027 Budget and as part of that process determining the amount of revenues available to be appropriated. The Illinois Department of Revenue (IDOR) has indicated that, for 2026 property tax extensions (payable in 2027), the Consumer Price Index to be used for computing the extension limitation and debt service extension base is 2.7%. The General Fund – General Account continues to have limited ability to raise revenue to meet operating expenses. Also, the County historically chooses to fund any increases in the Veteran's Assistance Commission budget with property tax revenue. This resolution is for the County Board to provide direction only to incorporate a 2.7% property tax increase into the 2027 Budget and that this 2.7% increase be allocated to the General Fund – General Account and the Veteran's Assistance Commission Fund.

Illinois Department of Revenue
Property Tax Division
101 West Jefferson Street, MC 3-450
Springfield, Illinois 62702
Telephone: (217) 782-3016
Facsimile: (217) 782-9932

PTELL – CPI for 2026 Extensions - Property Taxes Payable 2027

TO: County Assessors, Clerks and Tax Extenders in Counties Containing Taxing Districts Subject to the Property Tax Extension Limitation Law (PTELL)

FROM: Brad Kriener
Property Tax Division

DATE: 1/13/26

SUBJECT: CPI Change for 2026 Extensions (for property taxes payable in 2027) for Taxing Districts Subject to PTELL

The Consumer Price Index (CPI) "cost of living" or inflation percentage to use in computing the 2026 extensions (taxes payable in 2027) under PTELL is 2.7%

Section 18-185 of the Property Tax Code defines CPI as "the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor." This index is sometimes referred to as CPI-U. Section 18-185 defines "extension limitation" and "debt service extension base" as "...the lesser of 5% or the percentage increase in the Consumer Price Index during the 12-month calendar year preceding the levy year..." (emphasis added).

For 2026 extensions (taxes payable in 2027), the CPI to be used for computing the extension limitation and debt service extension base is 2.7%. The CPI is measured from December 2024 to December 2025. The U.S. City Average CPI for December 2024 was 315.605 and 324.054 for December 2025. The CPI change is calculated by subtracting the 2024 CPI from the 2025 CPI. The amount is then divided by the 2024 CPI which results in 2.7% CPI. (324.054 – 315.605)/315.605 = 2.7%. The Statute indicates the lesser of 5% or the actual percentage increase, in this case 2.7% is the lesser amount.

Information on PTELL may be accessed through the department's web site at tax.illinois.gov under the "Property Tax" link and the "Property Tax Extension Limitation Law (PTELL)" link under the "General Information and Resources" heading.

If you have any questions concerning the change in the consumer price index (CPI), please contact us at REV.PropertyTax@Illinois.gov.

Printed by the authority of the State of Illinois, electronic only, one copy.

Illinois Dept. of Revenue
History of CPI's Used for the PTELL
1/13/2026

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023
2022	296.797	6.5%	5.0%		2023	2024
2023	306.746	3.4%	3.4%		2024	2025
2024	315.605	2.9%	2.9%		2025	2026
2025	324.054	2.7%	2.7%		2026	2027

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ORDINANCE NO. 26-227

AUTHORIZING FISCAL YEAR 2027 NON-UNION COST-OF-LIVING WAGE INCREASE

WHEREAS, for departments under the direction of the County Board, the County desires to formally authorize a cost-of-living wage increase of 2.5% for the County's non-union employees, active as of December 6, 2026, for Fiscal Year 2027, excluding employees whose salaries or wages are set by collective bargaining agreement, statute, ordinance, or employment contract and excluding employees employed by the County less than 90 days; and

WHEREAS, the County Board desires to formally authorize a cost-of-living wage increase of 2.5% for the County's department heads, active as of December 6, 2026, specified in section 2-48(A)(3) of the Kane County Code, including the Executive Director of Information Technologies and Building Management, the Supervisor of Assessments, the Director of Development, the Director of Workforce Development, the Executive Director of the Health Department, the Director of Communications for KaneComm, the Director of Environmental and Water Resources, the Director of the Office of Emergency Management, the Director of Transportation, the Executive Director of the Human Resource Management Department, and the Executive Director of the Finance Department; excluding employees employed by the County less than 90 days; and

WHEREAS, the County Board desires to formally authorize a cost-of-living wage increase of 2.5% for the administrator, deputy administrator(s) and wardens of the County's Animal Control department, active as of December 6, 2026, specified in section 5-3 of the Kane County Code; excluding employees employed by the County less than 90 days.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that a 2.5% cost-of-living wage increase for Fiscal Year 2027, effective December 6, 2026, which is the first pay period beginning on or after December 1, 2026, is hereby authorized for each non-union employee in departments under the direction of the County Board, active and employed for at least 90 continuous days as of December 6, 2026, excluding those whose salaries or wages are set by collective bargaining agreement, statute, ordinance, or employment contract; and

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Kane County Board that a 2.5% cost-of-living wage increase for Fiscal Year 2027, effective the first pay period beginning on or after December 1, 2026, is hereby authorized for the County's department heads, active and employed for at least 90 continuous days as of December 6, 2026, specified in section 2-48(A)(3) of the Kane County Code.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Kane County Board that a 2.5% cost-of-living wage increase for Fiscal Year 2027, effective the first pay period beginning on or after December 1, 2026, is hereby authorized for the administrator, deputy administrator(s) and wardens of the County's Animal Control department, active as of December 6, 2026, excluding employees employed by the County less than 90 days, specified in section 5-3 of the Kane County Code.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Fiscal Year 2027 Non-Union Cost-of-Living Wage Increase

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen T. Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? No	Appropriation Amount: $included in FY2027 Budget
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This ordinance provides for a 2.5% cost-of-living adjustment effective December 1, 2026 for non-union employees and County department heads under the direction of the County Board as part of the FY 2027 Budget.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-228

AUTHORIZING A CONTRACT EXTENSION FOR COUNTYWIDE BOTTLED WATER DELIVERY SERVICE WITH BLUETRITON BRANDS, INC DBA PRIMO BRANDS

WHEREAS, Bids were solicited (BID# 24-018-TK) and received by the Kane County Purchasing Department for a countywide bottled water delivery service for various Kane County facilities; and

WHEREAS, DS Services of America, Inc. dba Primo Water North America of Tampa, FL was the lowest responsive, responsible bidder, for the bottled water service program, as per bid specifications; and

WHEREAS, Kane County Board approved resolution #24-107 on April 9, 2024 authorizing the agreement with DS Services of America, Inc. dba Primo Water North America for a two (2) year contract term with the option of three (3) additional one-year renewals periods; and

WHEREAS, BlueTriton and Primo Water have merged to become Primo Brands and the County requests and Primo Brands agree to the extension of the contract for an additional one (1) year service, at the same terms & conditions, with updated pricing. This is the first renewal with two (2) one-year renewals remaining; and

WHEREAS, County offices and departments are responsible for setting up services, bottled water and dispensers shall be delivered on an as-needed basis. Funding shall be paid from the General Fund #001, Line Item #60000 (Office Supplies) by the Kane County Purchasing Department, and other various funds across the County that purchase from this contract.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a one (1) year contract extension with BlueTriton Brands, Inc. dba Primo Brands for the delivery of a countywide bottled water services program.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for Countywide Bottled Water Delivery Service with BlueTriton Brands, Inc dba Primo Brands (BID# 24-018-TK)

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen T Hopkinson, 630-208-5132

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $Various
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Authorizing the first one-year extension with BlueTriton Brands, Inc dba Primo Brands for Countywide Bottled Water Delivery Service.

Per Resolution No. 24-107 on April 9, 2024, Kane County approved of a contract with DS Services of America, Inc. dba Primo Water North America, with the lowest responsive, responsible bid (BID # 24-018-TK). The initial term was two (2) years with three (3) one-year options. This is the first one-year extension.

On November 8, 2024, parent entities of BlueTriton Brands, Inc. (“BTB”) and DS Services of North America, Inc. (d/b/a Primo Water North America) consummated a merger to become Primo Brands.

Staff recommends option year approval with Primo Brands.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107

April 6, 2026

OPTION YEAR
CONTRACT SYNOPSIS

Requesting Department:	Kane County Finance Department	
Procurement Name/Recommend Vendor:	**Bid 24-018-TK Bottled Water Service Program**	**DS Services of North America, Inc. (d/b/a Primo Water North America) – Primo Brand**

PURPOSE:
Seeking approval of a one (1) year contract extension for a bottled water delivery service for Kane County. This is a countywide bottled water delivery and cooler rental program for FY 26 - 27.

The previous contract was competitively solicited and awarded by the County Board on April 9, 2024, per Res. 24-107, to DS Service of North America, Inc., d/b/a Primo Water North America of Tampa, FL, for a (2) two-year term with a mutual option for (3) three additional one-year renewal periods.

The County requests a contract extension and that DS Service of North America, Inc., d/b/a Primo Water North America ("Primo Brand"), accept and offer to extend the current bottled water delivery program for a one (1) year term, with a nominal cost increase as tabulated below. The service terms and conditions are to remain the same.

The new contract period is to commence from May 25, 2026, or upon approval by the full Kane County Board for a duration of one-year. This is the first contract renewal, as permitted under Bid 24-018-TK, with two (2) remaining options, if mutually agreed upon by both parties.

	Vendors	**DS Service**	Ready Refresh	SIMA LLC
Item Description	Est. Qty.	**Unit Cost**	Unit Cost	Unit Cost
5 Gal. Drinking Spring/Purified Water	500	**$5.25**	$5.39	$8.50
Cooler Hot/Cold Dispenser Monthly Rental	55	**$3.99**	$2.99	$15.00
Delivery Fee per Svc. Locations	39	**$0.00**	$0.00	$9.99
Total Monthly Cost (*)		**$2774.50**	$2,859.45	$5,464.61
Total Annual Cost (*)		**$33,294.00**	$34,313.40	$65,575.32

*Costs are based on estimated quantity orders on an as-needed basis. As stated in the solicitation document.

The Purchasing Department and staff recommend approval of the contract extension for the current bottled water delivery program to DS Service of North America, Inc., d/b/a Primo Water North America ("Primo Brand") of Tampa, FL, based on the following criteria and pending the Kane County Board's approval:

- Overall services and contract compliance, and continuing to yield an annual cost saving when compared to other bids.

Submitted By:
Tim Keovongsak, CPPB
Tim Keovongsak
Director of Purchasing

County of Kane
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107

April 8, 2026

SERVICE RIDER
Contract Extension – Bottled Water Service
(First Option Year – 2026-2027)

This RIDER made this _____ day of _____ 2026, is part of and is to be attached to the original Contract for Professional Service, made on April 23, 2024, by and between County of Kane and DS Services of America, Inc., dba Primo Water North America of Tampa, FL ("Contract") for bottled water service for a Countywide bottled water delivery service program.

The parties acknowledge that the parent entities of each of BlueTriton Brands, Inc. ("**BTB**") and DS Services of North America, Inc. (d/b/a Primo Water North America) ("**Primo Water**") consummated a merger to become Primo Brands Corporation ("Primo Brands"), which requires an amendment to the Contract and all associated Service Riders for the change of name and shall be part of this RIDER below.

Supporting documents include the following:

1. DS Services of America's Contract Extension Acceptance Letter
2. Primo Brand explanation letter
2. Resolution 24-107 and Original Offer to Contract Form

(The above contract items and other supporting documents will be made available upon request)

The parties agree that the Contract and all associated documents and riders are amended to replace the name DS Services of North America, Inc. (d/b/a Primo Water North America) ("**Primo Water**") with Primo Brands. All rights and obligations of each party under the Contract are unaffected by this change. The County acknowledges and agrees that products and services may be rendered and invoiced by Primo Brands and its affiliates (including without limitation BTB and Primo Water).

The County also requests, and DS Services of North America, Inc. (Primo Brand) agrees to the Contract extension for an additional one (1) year, providing bottled water delivery service, utilizing the existing Offer to Contract, executed on April 23, 2024.

The terms and conditions of this service contract will remain firm and shall commence on the effective date of execution and shall continue for the duration of one (1) year (The "Term"), and shall expire in 2027. A minimal cost increase proposed for the option year is as follows:

1. Cooler Monthly Rental - $3.99
2. 5 Gallon - $5.25
3. Delivery - Included

This is the first option year as allowed and specified per BID 24-018-TK. The parties hereto mutually agree that the aforesaid Contract for Service, of which this RIDER is a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this RIDER.

Contractor

_____ _____

Primo Brands Corporation Date
1150 Assembly Drive, Suite 800
Tampa, FL 33607

The County of Kane

_____ _____

Corinne M. Pierog MA, MBA Date
Chairman, County Board
Kane County, IL

March 20, 2026

County of Kane
Kane County Purchasing Department
719 S. Batavia Ave.
Geneva, IL 60134

To County of Kane:

Re: **OPTION YEAR CONTRACT EXTENSION (2026-2027)**

BID# 24-018-TK

DS Services of America has accepted and agreed to the one-year contract extension to provide services for your bottled water needs.

The service terms and conditions will remain firm for the duration of the one-year extension period, as specified in the existing service agreement. A minimal cost increase proposed for the option year is as follows:

1. Cooler Monthly Rental	-	$3.99
2. 5 Gallon	-	$5.25
3. Delivery	-	Included

We appreciate the opportunity and look forward to your continued partnership, and we look forward to continuing to work with you.

Sincerely,
Sharyea Jackson
National Account Manager-Government
Primo Brands
Office: 678.486.3503 Cell: 404.548.2073

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-229

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH KENDALL COUNTY FOR JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Kendall County's current intergovernmental agreement for juvenile detention services with Kane County charges a per diem of $175 (one hundred and seventy-five dollars) and does not expire until November 30, 2026. That agreement states that the agreement may be amended with written consent of all parties. Kendall County was informed that it is no longer equitable for Kane County to charge a per diem rate of $175.00 (one hundred and seventy-five dollars) and that it would be necessary to amend the agreement. Kendall County has agreed to enter into a new agreement wherein Kane County will house Kendall County minors at its Juvenile Justice Center with a per diem of $225.00 (two hundred and twenty-five dollars) per day per minor; and

WHEREAS, the new intergovernmental agreement with Kendall County commences on July 1, 2026, and runs through November 30, 2029. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist and may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. Any pricing adjustment in excess of 10% mid contract, will be presented by August of the current fiscal year and will not go into effect until December 1st of the new fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign an intergovernmental agreement with the County of Kendall for juvenile detention services.

Line Item: 001.430.000.37090
Line Item Description: Youth Home Reimbursement
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A
Are funds currently available for this Personnel/Item/Service in the specific line item? N/A
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH KENDALL COUNTY FOR JUVENILE DETENTION SERVICES

Committee Flow:
Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:
Lisa Aust, Court Services Executive Director

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution is for an intergovernmental agreement with Kendall County to provide juvenile detention services for Kendall County minors in need of such services.

Kane County will house Kendall County minors at its Juvenile Justice Center at a per diem of Two Hundred Twenty-Five Dollars ($225) per day, per minor. The agreement commences on July 1, 2026 and runs through November 30, 2029.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-230

AUTHORIZING ELIMINATION OF HOUSING AND COC PROGRAM MANAGER POSITION AND CREATION OF AN ASSISTANT DIRECTOR OF PLANNING & INFORMATION MANAGEMENT FOR THE KANE COUNTY HEALTH DEPARTMENT

WHEREAS, the Kane County Health Department conducted a comprehensive community health assessment and Kane County organizations identified housing as one of the top four health issues impacting residents; and

WHEREAS, safe and affordable housing helps individuals and families maintain their health, access job opportunities, and build stable lives; and

WHEREAS, in 2025, the Kane County Board voted to dissolve the Office of Community Reinvestment and transfer five positions and select housing programs to the Kane County Health Department, including management of the Homeless Management Information System, management of the Continuum of Care and management of the HOME Investment Partnership Program; and

WHEREAS, the Housing and COC Program Manager (Position #958012002) was among the positions transferred to the Health Department and is currently vacant; and

WHEREAS, Kane County Health Department has evaluated the programming and determined that an Assistant Director is needed to properly manage and coordinate the grant management and staff in order to most effectively meet its strategic goals and individual program deliverables; and

WHEREAS, the existing Housing and COC Program Manager (Position #958012002) a grade of 268 which currently corresponds to a salary range of $50,125 to $75,187; and

WHEREAS, the Kane County Health Department has developed a job description titled Assistant Director of Planning and Information Management that best meets its needs and the Kane County Human Resources Department has assigned a grade of 613 which currently corresponds to a salary range of $69,138 to $103,708; and

WHEREAS, the Executive Director of the Health Department believes it is in the best interests of Kane County to eliminate the vacant Housing and COC Program Manager and create an Assistant Director of Planning and Information Management.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Housing and COC Program Manager (Position #958012002) is hereby eliminated; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the position of Assistant Director of Planning and Information Management is hereby created with a salary grade of 613 within the Health Department.

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING ELIMINATION OF HOUSING AND COC PROGRAM MANAGER POSITION AND CREATION OF AN ASSISTANT DIRECTOR OF PLANNING & INFORMATION MANAGEMENT FOR THE KANE COUNTY HEALTH DEPARTMENT

Committee Flow:
Human Services Committee, Public Health Committee, Finance Committee, Executive Committee, County Board

Contact:
Michael Isaacson, 630.208.3140

Budget Information:

Was this item budgeted?	Appropriation Amount: 0
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Kane County Health Department seeks to eliminate the Housing and Continuum of Care Manager position and create the Assistant Director of Planning and Information Management.

This position will expand to oversee planning activities for the Health Department, the Rental Assistance Program as well as continuing to coordinate Continuum of Care. Staff under this Assistant Director position will include the Kane County Health Department Planner, Program Manager for the Rental Assistance Program, two Housing and Social Service Specialists and a Continuum of Care Program Analyst. This position will coordinate all US Housing and Urban Development Federal Grants at the Health Department including Homeless Management Information System, Continuum of Care and the HOME Investment Partnership Program.

This eliminates a grade 268 position and replaces it with a grade 613 position, 5 steps above. Per the Health Department, no additional budget money is needed this year as current position budget is sufficient to support a new hire at this grade.

KANE COUNTY - JOB DESCRIPTION

JOB TITLE: Assistant Director of Planning & Information Management

JOB CODE: **PAY GRADE:**

FLSA: _X_ ____ DEPARTMENT: Health POSITION:
Exempt Non-exempt

GENERAL SUMMARY

The Assistant Director of Planning & Information Management provides strategic leadership and administrative oversight for the County's affordable housing, homelessness response, and related community health initiatives. Reporting to the Director, this position oversees the Continuum of Care (CoC), the Rapid Rehousing Program, and community health planning functions to ensure coordinated, compliant, and data-informed strategies.

The Assistant Director supervises professional staff, manages multi-million-dollar housing and homelessness funding portfolios, leads long-term public health planning efforts, and ensures compliance with federal, state, and local funding requirements. This position plays a key role in advancing public health through both housing stability and aligning housing initiatives with broader community health and planning efforts.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES

Leadership and Management

1. Provides leadership to, and is responsible for, the fiscal and operational management for assigned areas within the division of Planning & Information Management, including housing-related projects.
2. Promotes and facilitates the incorporation of core values and strategic initiatives into daily service delivery.
3. Establishes program priorities, work plans, performance expectations, and accountability measures.
4. Oversees staff performance management, coaching, and professional development.
5. Fosters collaboration across public health, housing, human services, and community partners.

Affordable Housing and Housing Program Oversight

6. Provides administrative, financial, and programmatic oversight for community health planning initiatives, including programs addressing social determinants of health such as housing stability, homelessness, and access to services.

DRAFT

7. Oversees the development, implementation, and evaluation of housing program policies, guidelines, and procedures.
8. Oversees funding application rounds, proposal review processes, and funding recommendations.
9. Reviews and approves funding agreements, amendments, and security instruments in coordination with legal, finance, and program staff.
10. Oversees project financial analysis, including review of market studies, appraisals, budgets, draw requests, and financial performance.

Continuum of Care and HUD Compliance

11. Serves as senior subject-matter expert on HUD regulations, Continuum of Care requirements, and related state and federal housing programs.
12. Oversees compliance with HUD, Treasury, and state housing and homelessness funding requirements.
13. Ensures accurate, timely programmatic and financial reporting to funders and governing bodies.

Planning, Policy, and Community Engagement

14. Leads multi-year planning efforts to secure sustainable funding for affordable housing, homelessness programs, and other community health initiatives, as needed.
15. Oversees development and implementation of Continuum of Care and community health governance policies and system-wide strategies.
16. Collaborates with municipalities, developers, nonprofit agencies, and community stakeholders to advance housing and community health goals.
17. Integrates housing initiatives with community health planning and broader community development strategies.
18. Analyzes information relevant to specific public health policy issues and critiques the feasibility of selected policy options using data and information.
19. Promotes public health policies, interventions, and resources and assists in formulating and administering comprehensive public health programs based on the needs of the internal/external stakeholders and available resources.

Financial Management and Reporting

20. Oversees development and monitoring of program budgets and expenditure timelines.
21. Ensures compliance with grant commitment and expenditure deadlines.
22. Presents program updates, analyses, and recommendations to boards, committees, and elected officials.

Procurement and Contract Oversight

23. Oversees procurement and performance of consultants and contractors supporting housing/homelessness programs and community health planning initiatives.

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Emergency Preparedness and Response

24. Participates in planning, training, exercises, and response activities for public health emergencies consistent with training and job classification.

Other

25. Performs other duties as assigned consistent with job classification.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Education and Experience

- Master's degree in Public Health, Public Administration, Social Work, Public Policy, Health Administration, or a related field.
- Minimum of three (3) years of experience in housing programs, grant administration, compliance, or related fields.
- Three (3) years of progressively responsible supervisory or management experience.
- National Incident Management System (NIMS)/Incident Command System (ICS) 100 and 700.a certification within four (4) months of employment.
- National Incident Management System (NIMS)/Incident Command System (ICS) 300 and 400 certification within four (4) months of employment.
- Valid driver's license, current certificate of vehicle insurance, and access to reliable transportation.

Knowledge and Skills

- Strong knowledge of HUD-funded programs, Continuum of Care requirements, and housing finance.
- Demonstrated experience managing complex grants and multi-million-dollar budgets.
- Ability to analyze financial and programmatic data and make strategic recommendations.
- Strong leadership, communication, and stakeholder engagement skills.
- Ability to manage multiple priorities and lead long-term initiatives.

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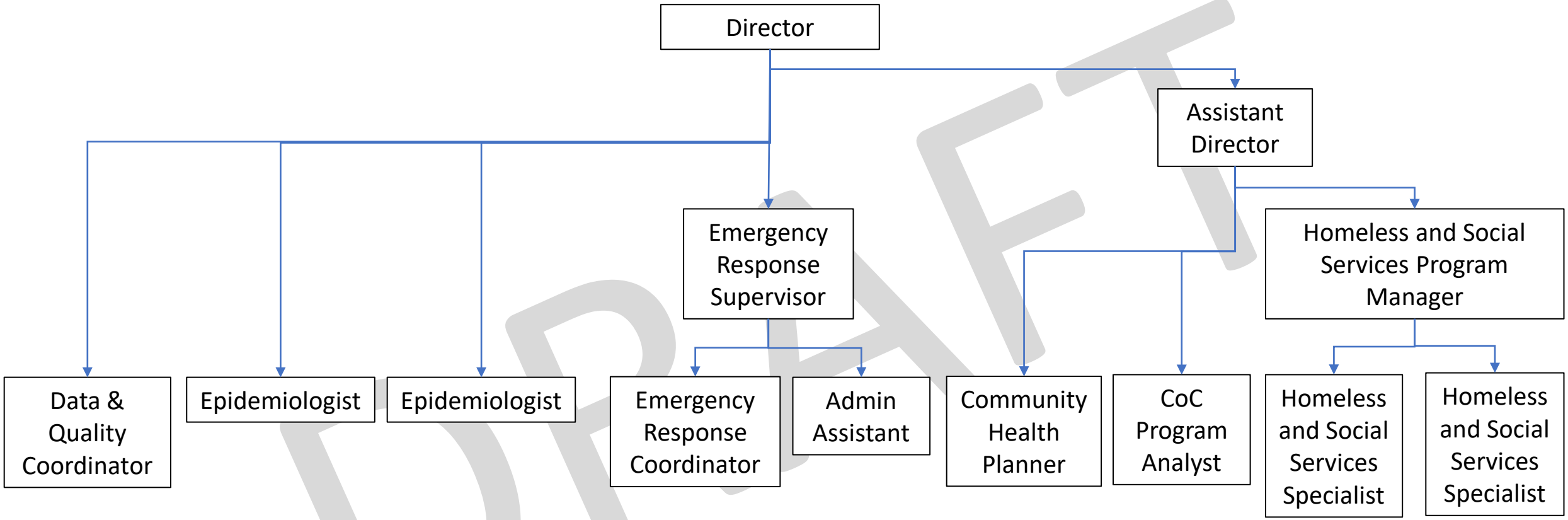
Planning & Information Management



DRAFT

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-231

APPROVING AN FY26 BUDGET ADJUSTMENT FOR MOTOR FUEL TAX FUND #302, MOTOR FUEL LOCAL OPTION FUND #304, TRANSPORTATION SALES TAX FUND #305, AND SOUTH IMPACT FEE FUND #560

WHEREAS, the Kane County Division of Transportation annually budgets for roadway resurfacing and engineering services across multiple funding sources; and

WHEREAS, this budget adjustment does not increase or decrease the overall Transportation budget but reallocates existing appropriations; and

WHEREAS, this adjustment more appropriately utilizes restricted funding sources and aligns expenditures with eligible project costs; and

WHEREAS, specifically, this adjustment transfers Fiscal Year 2026 resurfacing appropriations from Motor Fuel Local Option Fund #304 and Transportation Sales Tax Fund #305 to Motor Fuel Tax Fund #302; and

WHEREAS, this adjustment also transfers a portion of Fiscal Year 2026 engineering services appropriations from Transportation Sales Tax Fund #305 to South Impact Fee Fund #560.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the budget adjustment described in Exhibit A is hereby approved; and

BE IT FURTHER RESOLVED that this adjustment is budget neutral and does not result in any increase or decrease to the total Transportation budget.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

EXHIBIT A

Resurfacing			
Fund	**Account**	**Debit**	**Credit**
Local Option Motor Fuel #304	304.520.524.52080		$1,000,000.00
Local Option Motor Fuel #304	304.520.000.39900	$1,000,000.00	
Transportation Sales Tax #305	305.520.527.52080		$2,000,000.00
Transportation Sales Tax #305	305.520.000.39900	$2,000,000.00	
Motor Fuel Tax #302	302.520.522.52080	$3,000,000.00	
Motor Fuel Tax #302	302.520.000.39900		$3,000,000.00
Engineering Services			
Fund	**Account**	**Debit**	**Credit**
Transportation Sales Tax #305	305.520.527.50140		$747,559.00
Transportation Sales Tax #305	305.520.000.39900	$747,559.00	
South Impact Fee #560	560.520.560.50140	$747,559.00	
South Impact Fee #560	560.520.000.39900		$747,559.00

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an FY26 Budget Adjustment for Motor Fuel Tax Fund #302, Motor Fuel Local Option Fund #304, Transportation Sales Tax Fund #305, and South Impact Fee Fund #560

Committee Flow:
Transportation Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:
Ashley Young 630.406.7302

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This budget adjustment does not increase or decrease the overall Transportation budget.

This adjustment reallocates existing appropriations to utilize more restricted funding sources.

Specifically this transfers the FY26 resurfacing budget in Motor Fuel Local Option Fund #304 and Transportation Sales Tax Fund #305 to Motor Fuel Tax Fund #302. It also transfers some of the FY26 engineering services currently budgeted in Transportation Sales Tax Fund #305 to South Impact Fee Fund #560.

Staff recommends approval.

Department Information

Email Address:

YoungAshley@KaneCountyIL.Gov

Department:

Transportation

Date:

3/31/2026

Category:

- [ ] Personnel Services
- [x] Contractual Services
- [ ] Commodities
- [ ] Capital
- [ ] Other

Fund:

302, 304, 305, 560 (Neutral)

( ) Increase (•) Decrease

Amount:

$ 3,747,559.00

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale:

Moving resurfacing budget out of Local Option Motor Fuel Tax Fund #304, and Transportation Sales Tax Fund #305 into Motor Fuel Tax Fund #302. Also moving some engineering out of Transportation Sales Tax Fund #305 in to South Impact Fee Fund #560 as we are reappropriating some of the open obligations to utilize restricted funding sources.

Attach Draft Resolution

Res.docx	28.28KB
ES.docx	46.44KB

Category	Account Number	Approved Budget	Debit	Credit
Contractual Services	304.520.524.52080	$ 1,000,000.00	$ 0.00	$ 1,000,000.00
Other - Fund Balance Utilization	304.520.000.39900	$ 9,351,400.00	$ 1,000,000.00	$ 0.00
Contractual Services	305.520.527.52080	$ 2,000,000.00	$ 0.00	$ 2,000,000.00
Other - Fund Balance Utilization	305.520.000.39900	$ 19,907,659.00	$ 2,000,000.00	$ 0.00
Contractual Services	302.520.527.52080	$ 6,000,000.00	$ 3,000,000.00	$ 0.00
Other - Fund Balance Utilization	302.520.000.39900	$ 24,126,006.00	$ 0.00	$ 3,000,000.00
Contractual Services	305.520.527.50140	$ 10,666,214.00	$ 0.00	$ 747,559.00
Other - Fund Balance Utilization	305.520.000.39900	$ 19,907,659.00	$ 747,559.00	$ 0.00
Contractual Services	560.520.560.50140	$ 238,957.00	$ 747,559.00	$ 0.00

Other - Fund Balance Utilization	560.520.000.39900	$ 2,952,188.00	$ 0.00	$ 747,559.00

Department Head Approval

Department Head Signature

Date

3/31/2026

Finance Department Review

Finance Executive Director

Date

4/6/2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-232

AUTHORIZATION TO ENTER INTO ANNUAL KANE COUNTY HEALTH DEPARTMENT GRANT AGREEMENTS

WHEREAS, the Grantors: Illinois Department of Public Health, Illinois Department of Human Services, Illinois Children's Health Foundation, Chaddock, National Association of City & County Health Officials, U.S. Department of Housing and Urban Development and Illinois State Board of Education have made grants available to the Kane County Health Department to establish and maintain various public health programs for the Kane County communities; and

WHEREAS, the Grantors use various grant years such as July to June, September to August, February to January, January to December and October to September which covers multiple Kane County fiscal years; and

WHEREAS, these grants provide ongoing funding from year to year to support Kane County Health Department programs; and

WHEREAS, the County of Kane, through its health department, wishes to apply for the offered grant years and accept the maximum available grants awarded by the Illinois Department of Public Health, Illinois Department of Human Services, Illinois Children's Health Foundation, Chaddock, National Association of City & County Health Officials, U.S. Department of Housing and Urban Development and Illinois State Board of Education; and

WHEREAS, the following list of grants have been included in the FY2026 budgets and will be included in the FY2027 and FY2028 budgets as the applications are being submitted for which the overall goals are compatible with the Kane County Health Department; and

WHEREAS, the applicable expenditures have been included in the FY2026 budget and will be included in the FY2027 and FY2028 budgets; and

WHEREAS, the following list of grants are included in the FY2026 budget and applications are being submitted for which the overall goals are compatible with the Kane County Health Department.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman be, and hereby is, authorized to enter into contracts for FY2027 and FY2028, for the acceptance of the maximum amount of revenues, with copies of said contract to be on file in the County Clerk's office.

Line Item: See attached
Line Item Description: See attached
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZATION TO ENTER INTO ANNUAL KANE COUNTY HEALTH DEPARTMENT GRANT AGREEMENTS

Committee Flow:
Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:
Michael Isaacson 630-208-3140

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Health Department to accept the upcoming grants by the Illinois Department of Public Health, Illinois Department of Human Services, Illinois Children's Health Foundation, Chaddock, National Association of City & County Health Officials, U.S. Department of Housing and Urban Development and Illinois State Board of Education been included in the FY2026 budgets and will be included in the FY2027 and FY2028 budgets as the applications are being submitted for which the overall goals are compatible with the Kane County Health Department

Agency	Grant	Description
Chaddock	Early Childhood Mental Health	Provide expert consultation, training, and technical assistance to participating child care providers serving children age 0 to 5 and their families
Illinois Department of Human Services	IL Opioid SOR PDO	The Overdose Education and Naloxone Distribution (OEND) Program shall address the goal of reducing the number of opioid-related deaths by implementing strategies designed to prevent them. The sub-recipients shall be responsible for delivering a quality OEND program for a variety of target populations including non-traditional and traditional first responders, purchasing and distributing FDA-approved naloxone, coordinating and conducting outreach and educational activities, and complying with the required data collection and reporting expectations.
Illinois Department of Human Services	Opioid STR Prevention of Drug Overdose	Convene a local overdose prevention advisory council, coordinating outreach and informational activities, overseeing training activities for members of key sectors of this local area, purchasing and distributing of Naloxone kits, and assisting IDHS/DCFS in complying with SAMHSA data collection and reporting expectations.
Illinois Department of Human Services	All Our Kids Early Childhood Networks	Community based collaboration to promote positive growth and development for children birth to 8 years old and their families
Illinois Department of Human Services	MIH Special Project HIRISK infant Follow up	Case management services to families with an infant diagnosed with a high-risk condition after new born hospital discharge and/or environmental risk
Illinois Department of Public Health	Public Health Emergency Preparedness	Maintain & augment ability to respond to a public health emergency
Illinois Department of Public Health	Lead Poisoning Case Management with Environment Investigation Services	Lead case management and environmental investigations on children identified with elevated blood lead levels
Illinois Department of Public Health	City Readiness Initiative	Supports ability to dispense medical countermeasures to the population during a public health emergency
Illinois Department of Public Health	Local Health Protection	Food, water and disease protection as well as core community planning activities related to certification as a local health department
Illinois Department of Public Health	Potable Water Supply Grant	Groundwater Protection Permit funding provides permits issued through local health departments, who act as agents of the Department, in performance of the Private Well Permit Program and in accordance with the Water Well Construction to provide safe drinking water for Illinois citizens. Local Health Departments conduct permitting and
Illinois Department of Public Health	Tanning Protection Grant	Tanning Facilities Inspections funding makes possible the inspection of businesses in Illinois that provide tanning services to increase compliance in these locations and decrease injury, disease and prolonged health issues that may occur with users of these services. Inspections are conducted as required by the Tanning Facility Permit Act by trained local health department inspectors. This grant program also allows for the income received from registration and permit fees to be shared with the local health departments that participate in the program.
Illinois Department of Public Health	Tobacco Free Community	Implementation of tobacco prevention and control programs
Illinois Department of Public Health	Tobacco Reality IL Grant	Decrease and prevent tobacco use among youth by peer education
Illinois Department of Public Health	West Niles Virus (WNV)	Environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases
Illinois Department of Public Health	LHD OD Surveillance & Response	The Local Health Department Overdoses Surveillance and Response Project will support local health departments (LHD) in the development of local response plans for opioid overdose and associated infectious disease morbidity and mortality based on near real-time surveillance.
National Association of City & County Health Officials	OD Prevention & Response Mentorship Prgm Grant	Create a new mentorship program to learn, share experiences, and implement a program related to community opioid prevention and response activities.
University of Illinois	Lead Research Project Grant	The LHD will recruit households from ISTC participants. At homes of those participants, water samples will be collected, inspections of the plumbing and well will take place.
Illinois Children's Health Foundation	Children's Mental Health Initiative Grant	Coordinate a process to work with a multi-disciplinary team in the community to better identify and meet the mental health and substance abuse needs of Kane County children and their families by enhancing the system of care
Illinois Department of Public Health	Comprehensive Health Protection	A master grant agreement that combines multiple IDPH grants listed above for efficiency and speed of processing.
Illinois State Board of Education	Early Childhood Block Grant	Coordinated services to at-risk infants and toddlers and their families
Illinois Department of Human Services	Maternal Infant Early Child Home Visitation Project	Helps the Elgin community to expand coordinated intake & home visitation and develop community systems for home visit referral and parent training
Illinois Department of Human Services	CoC Rapid Re-Housing (RRH)	Rehousing Assistance Program, a program that provides services for the homeless population with the goal of fostering self-sufficiency
Illinois Department of Human Services	Capacity Expansion Building (CEB)	The program will support expanded capacity to local Continuums of Care (CoCs) to improve homeless crisis response systems to implement quality data systems, increase coordination and improve systems of care for people experiencing homelessness.
Illinois Department of Public Health	Gambling Disorder Prevention Services	Funding to provide aggressive outreach and prevention services to populations and areas of the state that are most impacted by gambling disorder
U.S. Department of Housing and Urban Development	Homeless Management Info Systems	Homeless Management Info Systems and administrative cost
U.S. Department of Housing and Urban Development	Continuum of Care Planning	Continuum of Care planning activities
U.S. Department of Housing and Urban Development	Home - ARP Development	HOME ARP RR Housing & Supportive Services Financial Assistance
National Association of City & County Health Officials	MRC - RISE	The MRC COVID-19 Respond, Innovate, Sustain, and Equip (RISE) funding opportunity is intended to provide resources to the MRC network to support COVID-19 response efforts. The funding is used to prioritize building capacity for the MRC to respond, innovate to evolving requirements, sustain staffing requirements, and equip MRC unit.
Chaddock	GEER - Early Childhood Mental Health	Provide expert consultation, training, and technical assistance to participating child care providers serving children age 0 to 5 and their families
National Association of City & County Health Officials	MRC	The funding is intended to establish volunteer management structure, further expand the unit response capabilities, demonstrated a record of supporting public health emergency responses, and support multiple natural disaster responses.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, w here are the funds available?
350.580.000.32373	Early Childhood Mental Health	Yes	Yes	N/A
350.580.000.32374	IL Opioid SOR PDO	Yes	Yes	N/A
350.580.000.32378	IL Opioid Overdose Prevention Grant	Yes	Yes	N/A
350.580.000.32400	IDHS Early Child Netw ork Grant	Yes	Yes	N/A
350.580.000.32410	IDHS Family Case Mgmt Grant	Yes	Yes	N/A
350.580.000.32460	IDPH Preparedness Grant	Yes	Yes	N/A
350.580.000.32470	IDPH Lead Poison Case Management Grant	Yes	Yes	N/A
350.580.000.32490	IDPH Cities Readiness Grant	Yes	Yes	N/A
350.580.000.32520	IDPH Local Health Protect Grant	Yes	Yes	N/A
350.580.000.32540	IDPH Potable Water Supply Grant	Yes	Yes	N/A
350.580.000.32570	IDPH Tanning Protection Grant	Yes	Yes	N/A
350.580.000.32590	IDPH IL Tobacco Free Comm Grant	Yes	Yes	N/A
350.580.000.32600	IDPH Tobacco Reality IL Grant	Yes	Yes	N/A
350.580.000.32630	IDPH West Niles Virus Prev Grant	Yes	Yes	N/A
350.580.000.32738	LHD OD Surveillance & Response	Yes	Yes	N/A
350.580.000.32005	Greater IL Violence Prevention Council	Yes	Yes	N/A
350.580.000.32739	Immunization Coverage Level	Yes	Yes	N/A
350.580.000.32890	Vaccines For Children Grant	Yes	Yes	N/A
350.580.000.33891	OD Prevention & Response Mentorship Prgm Grant	Yes	Yes	N/A
350.580.000.33898	UIC Lead Research Project Grant	Yes	Yes	N/A
350.580.000.33899	Children's Mental Health Initiative Grant	Yes	Yes	N/A
351.580.000.32760	Kane Kares – ISBE Grant	Yes	Yes	N/A
351.580.000.33640	MIECHVP Grant	Yes	Yes	N/A
350.580.000.32875	TB Supplement	Yes	Yes	N/A
350.580.000.32331	Strengthening IL Public Health Administration	Yes	Yes	N/A
350.580.000.33902	Gambling Disorder Prevention Services	Yes	Yes	N/A
404.580.000.32370	Homeless Management Info Systems	Yes	Yes	N/A
409.580.000.33585	Continuum of Care Planning	Yes	Yes	N/A
409.580.000.33902	CoC Rapid Re-Housing	Yes	Yes	N/A
409.580.000.33902	Capacity Expansion Building	Yes	Yes	N/A
414.580.000.33635	Home - ARP Development	Yes	Yes	N/A
350.580.000.32365	Illinois Department of Public Health	Yes	Yes	N/A
350.580.000.32012	National Association of City & County Health Officials	Yes	Yes	N/A
350.580.000.33893	Chaddock	Yes	Yes	N/A
350.580.000.32376	National Association of City & County Health Officials	Yes	Yes	N/A

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-233

GRANTING THE KANE COUNTY STATE'S ATTORNEY AUTHORITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH KENDALL COUNTY FOR WELLNESS COORDINATOR SERVICES ON BEHALF OF KANE COUNTY

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that "units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Kane County, in order to promote the public's safety and welfare, wishes to assist its law enforcement agencies in accessing mental health resources, including counselors or therapists; and

WHEREAS, the Kane County Board has the authority to "impose additional duties, powers and functions upon county officers" (55 ILCS 5/5-1087); and

WHEREAS, the Kane County State's Attorney desires to provide mental health resources to its employees (see 55 ILCS 5/3-9006); and

WHEREAS, the Kane County Board recognizes that the Kane County State's Attorney, as the elected official responsible for the operations of her office, is the county officer best situated to determine if and when it is appropriate to enter into agreements related to sharing the services of a wellness program coordinator; and

WHEREAS, pursuant to Resolution 25-55, the Kane County Board previously authorized the Kane County Sheriff's Office and the Kane County State's Attorney's Office to enter into an Intergovernmental Agreement with the County of Kendall for Sharing the Services of a Wellness Program Coordinator; and

WHEREAS, the Kane County Sheriff's Office no longer wishes to be a party of the Intergovernmental Agreement, which has been updated and adjusted accordingly; and

WHEREAS, the Kane County Board has received, reviewed, and now approves of the updated Intergovernmental Services Agreement Between the Kane County State's Attorney and the County of Kendall, Illinois for Sharing the Services of a Wellness Program Coordinator, attached as Exhibit A, which details how the Kendall County Sheriff and the Kane County State's Attorney will jointly provide for the services of a wellness program coordinator for their employees.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby grants the Kane County State's Attorney the authority to enter into an agreement with the Kendall County Sheriff's Office for the shared services of a wellness program coordinator without further action by the Kane County Board, and the authority to bind the County, provided that the term of any such agreement does not exceed one (1) calendar year.

NOW, THEREFORE, BE IT ALSO RESOLVED that the authority herein granted to the Kane County State's Attorney will continue for two years after the date of adoption ("Termination Date"). The County Board may extend the authority every two years thereafter, by a majority vote. The County Board may revoke the authority granted to the Kane County State's Attorney at any time, with a majority vote of the County Board.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Granting the Kane County State's Attorney Authority to Enter into an Intergovernmental Agreement with Kendall County for Wellness Coordinator Services on Behalf of Kane County

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Caitlin Vargas, 630.208.5323

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Kane County State's Attorney desires to enter into an Intergovernmental Agreement with Kendall County and the Kendall County Sheriff for the purposes of sharing the services of a wellness coordinator. The Kane County Board shall authorize the Kane County State's Attorney to execute the respective agreement.

To: Members of the Ad Hoc Opioid Settlement Fund Committee
From: Kane County Collaborative Diversion Program (KCCD)
Re: Funding Request – $151,022.00
Date: February 25, 2026

Funding Request Overview
The Kane County Collaborative Diversion Program respectfully requests $151,022.00 to sustain and strengthen opioid use abatement efforts through the hiring of one additional Case Manager, continued operation of the Apricot data management system, and necessary technology infrastructure.

Program data from 2024–2025 reflects consistent referral and enrollment levels, demonstrating sustained demand for diversion and opioid use disorder services within Kane County. At the same time, KCCD has expanded partnerships with additional law enforcement agencies, increasing both the geographic reach and referral capacity of the program.

Although enrollment numbers have remained steady, the intensity of services per participant remains high and includes treatment coordination, medication-assisted treatment referrals, court compliance monitoring, transportation services, and ongoing recovery support. Transportation demands have increased, expanding case management responsibilities.

As additional law enforcement departments formalize participation in KCCD, referral volume is anticipated to grow. To responsibly absorb that growth while maintaining effective caseload ratios and service quality, the program must expand case management capacity. This request represents a proactive and fiscally responsible investment to ensure that opioid use abatement efforts remain effective, scalable, and sustainable.

Program Background
The Kane County Collaborative Diversion Program was established in 2021 through the leadership of the Kane County Sheriff and the Kane County State's Attorney. The program was designed to interrupt the cycle between chronic mental health challenges and substance use struggles, including opioid use, for individuals charged with low-level, non-violent offenses. KCCD provides structured, community-based interventions aimed at addressing the underlying behavioral health needs that contribute to justice system involvement. While participants enter the program through a variety of referral pathways, opioid use remains a consistent and significant concern among clients, underscoring the need for intensive case management and coordinated treatment services. The program's holistic approach recognizes that sustainable recovery requires attention to mental health, substance use, housing stability, employment, and social supports, all delivered in a way that meets participants where they are in their recovery journey.

Rather than relying solely on incarceration, KCCD provides comprehensive assessments, individualized case planning, inpatient and outpatient treatment referrals, medication-assisted treatment coordination, transportation to treatment and court, and structured long-term case management. Participants often present with complex needs that extend beyond substance use, including housing instability, unemployment, trauma exposure, and limited support systems. KCCD addresses these factors concurrently, recognizing that sustainable recovery requires stabilization across multiple life domains.

Program Data

- Program Referrals
  - 2024: 102
  - 2025: 106
- Program Enrollments
  - 2024: 45
  - 2025: 38
- Inpatient Referrals
  - 2024: 17
  - 2025: 27
- Community-Based Referrals
  - 2024: 246
  - 2025: 100
- Referrals to Medical Provider Opiate Treatment Programs
  - 2024: 8
  - 2025: 17
- Monthly Average Transportation to Court by Case Managers
  - 2024: 5
  - 2025: 12

Each participant generates multiple service touchpoints, including assessment, care coordination, documentation, follow-up, court communication, and transportation. Even with stable enrollment figures, the depth and duration of involvement remain substantial. Transportation to court has more than doubled, reflecting increased hands-on engagement and compliance support. These activities are time-intensive and critical to successful program outcomes.

Case Management Capacity and Need

KCCD currently operates with two Case Managers, both carrying caseloads exceeding the optimal service range of 22–25 participants. Many of these participants remain in community environments where opioids and other illicit substances are readily accessible. Access to drugs, combined with unstable housing, limited income, and exposure to high-risk peer networks, significantly increases the likelihood of relapse and overdose. Effective opioid use abatement requires frequent contact, consistent monitoring, rapid response to crises, and proactive coordination of treatment and medication-assisted services. When caseloads exceed effective thresholds, the ability to provide this level of engagement diminishes. Reduced contact frequency and delayed intervention increase the risk of relapse, missed court appearances, renewed justice system involvement, and potentially fatal outcomes. Expanding case management capacity is essential to maintaining the intensity of supervision and support necessary to reduce active opioid use in the community and protect both individual participants and public safety.

KCCD continues to formalize partnerships with additional law enforcement departments throughout Kane County. As participation expands, referral pathways increase and service coverage broadens geographically. This expansion is expected to generate additional referrals in upcoming funding cycles. Without increased staffing capacity, the program will face operational strain, potentially limiting intake or reducing individualized engagement.

Hiring one additional Case Manager will maintain manageable caseload ratios, allow timely intake of new referrals, preserve service intensity and follow-up standards, sustain transportation support to court and treatment, and protect the integrity of opioid diversion outcomes.

Cost Effectiveness
Incarceration is one of the most costly responses to substance use-related justice involvement. Even short-term detention creates significant county expense without addressing the underlying drivers of opioid use. By contrast, KCCD's diversion model reduces custody days, improves court appearance compliance, accelerates case resolution, increases treatment engagement, and decreases repeat system involvement. Preventing even a small number of extended jail stays offsets a significant portion of this funding request. Investing in structured case management reduces downstream costs while strengthening public safety and community stability.

Data and Technology Infrastructure
KCCD utilizes the Apricot data management system to track participant engagement and program outcomes. Funding will stabilize Apricot operations for a three-year period, ensuring accurate tracking of referrals and enrollments, documentation of treatment placements, recording of case management contacts, monitoring of transportation services, and generation of compliance and performance reports. Reliable data infrastructure ensures accountability, transparency, and measurable return on investment for settlement funds.

Because services are delivered in court, treatment facilities, and community settings, secure and reliable technology is essential. Funding will support a laptop and office workstation for the new Case Manager, secure communication capability, and required software and data security protections. This investment ensures real-time documentation, coordination with service providers, and compliance with confidentiality standards.

With the addition of one Case Manager, KCCD will maintain average caseloads within the 22–25 participant range, sustain consistent referral acceptance rates, increase timely follow-up within seven days of referral, maintain or improve court appearance compliance, continue reducing custody utilization for eligible participants, and produce comprehensive outcome reporting through Apricot.

Funding Breakdown
Personnel
Case Manager Salary: $65,000.00
Fringe Benefits: $51,022.00
Data System
Apricot (3-year allocation): $30,000.00
Technology
Equipment and secure communication tools: $5,000.00
Total Request: $151,022.00

Conclusion
The Kane County Collaborative Diversion Program has demonstrated that structured diversion combined with sustained, relationship-based case management reduces reliance on incarceration while strengthening treatment engagement and recovery outcomes. Service demand remains steady, and expanding law enforcement partnerships position the program for increased referrals in the near future. To maintain effective opioid use abatement, address the high prevalence of opioid use among clients, protect public safety, and preserve program quality, additional case management capacity is necessary.

We respectfully request the Committee's support for this allocation.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-234

AUTHORIZING RENEWAL OF A CONTRACT FOR CONTINUUM OF CARE SUPPORT SERVICES FOR 2026

WHEREAS, the Kane County Health Department oversees the Continuum of Care for Kane County, a network of social services agencies that delivers services to the County's homeless population with the goal of fostering self-sufficiency; and

WHEREAS, the US Department of Housing and Urban Development (HUD) makes funding available to agencies participating in the Continuum of Care annually through a competitive application process; and

WHEREAS, HUD's application process requires that the Continuum of Care coordinate the submission of a single, collaborative proposal incorporating technical narratives and requiring extensive data collection and analysis; and

WHEREAS, the County requires the services of a consultant familiar with both HUD requirements and the local homeless service delivery system in order to successfully compete in HUD's application process; and

WHEREAS, the County conducted an RFP process and awarded a one-year contract to Optimum Management Resources, of Naperville, Illinois, to provide said services during calendar year 2022; and

WHEREAS, said contract may be renewed for four successive twelve-month periods, provided grant funds are available to cover the cost of said renewal periods; and

WHEREAS, Optimum Management Resources has performed well, and the Health Department recommends the firm's contract be renewed for 2026 in an amount not to exceed $49,950 (forty-nine thousand, nine hundred and fifty and no/100 dollars); and

WHEREAS, HUD has awarded the County a grant to cover the cost of said contract renewal.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman and/or the Director of the Kane County Health Department to execute an agreement with Optimum Management Resources, of Naperville, Illinois, for Continuum of Care support services to be provided during calendar year 2026, in an amount not to exceed $49,950 (forty-nine thousand, nine hundred and fifty and no/100 dollars), and to submit certifications, reports, and other documents required by HUD to complete Continuum of Care activities.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Renewal of a Contract for Continuum of Care Support Services for 2026

Committee Flow:
Public Health Committee, Executive Committee, County Board

Contact:
Michael Isaacson, Executive Director, 630.208.3140

Budget Information:

Was this item budgeted? Yes.	Appropriation Amount: $49,950
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

This resolution authorizes the renewal of the Continuum of Care (CoC) consultant, Optimum Management Resources, which supports the CoC by navigating HUD requirements that ensure funding for both the CoC as well as CoC-funded agencies across the county. The vendor was selected through a competitive process.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-235

AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE KANE COUNTY CONTINUUM OF CARE AND THE CITIES OF AURORA AND ELGIN FOR 2026

WHEREAS, the Kane County Health Department oversees the Continuum of Care ("Continuum") for Kane County, a network of social services agencies established in 1999 that delivers services to the County's homeless population with the goal of fostering self-sufficiency; and

WHEREAS, Kane County Health Department coordinates the Continuum's meetings, procures goods and services on the Continuum's behalf, submits applications for federal and state funding, and oversees the Continuum's client database known as the Homeless Management Information System ("HMIS"); and

WHEREAS, in 1999, the Kane County Board approved for the Cities of Aurora and Elgin, to contribute administrative expenses to Kane County to support the Continuum; and

WHEREAS, the Cities of Aurora and Elgin wish to provide funding to Kane County Health Department for said expenses.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman and/or the Director of the Kane County Health Department to execute intergovernmental agreements with the Cities of Aurora for Thirteen Thousand Dollars ($13,000.00) and Elgin for Twelve Thousand One Hundred Fifty Dollars ($12,150.00)) to accept funding to cover the administrative costs of the Kane County Continuum of Care.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Intergovernmental Agreement between the Kane County Continuum of Care and the Cities of Aurora and Elgin for 2026

Committee Flow:
Public Health Committee, Executive Committee, County Board

Contact:
Michael Isaacson, Executive Director, 630.208.3140

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

This resolution authorizes the county to enter into an intergovernmental agreement with the Cities of Aurora and Elgin to provide Continuum of Care services, including administration of CoC activities and provision of the Homeless Management Information System (HMIS).

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-236

AUTHORIZING AGREEMENT WITH THE ILLINOIS DEPARTMENT OF HUMAN SERVICES FOR THE CONTINUUM OF CARE CAPACITY BUILDING GRANT FOR STATE FISCAL YEAR 2026

WHEREAS, the Kane County Health Department oversees the Continuum of Care for Kane County, a network of social services agencies that coordinates services for the homeless population with the goal of fostering self-sufficiency; and

WHEREAS, the Health Department is the lead entity of the Continuum of Care and is responsible for planning initiatives and responsibilities associated with the program and the cost of the program is covered with federal funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Illinois Department of Human Services (IDHS) has awarded funds to the County to expand the capacity of the Continuum of Care for the period July 1st, 2025 to June 30th, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman and/or the Executive Director of the Health Department are authorized to execute an agreement with the Illinois Department of Human Services, effective July 1, 2025 through June 30, 2026, in an amount not to exceed $87,986 (Eighty-Seven Thousand and Nine Hundred and Eighty-Six dollar), and to submit certifications, reports, and other documents required by IDHS to complete Continuum of Care activities.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Agreement with the Illinois Department of Human Services for the Continuum of Care Capacity Building Grant for State Fiscal Year 2026

Committee Flow:
Public Health Committee, Executive Committee, County Board

Contact:
Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? No	Appropriation Amount: $87,986
If not budgeted, explain funding source: New grant awarded by IDHS	
Was this item passed through the appropriate committee? Yes	

Summary:

The attached resolution authorizes the acceptance of Illinois Department of Human Services (IDHS) Continuum of Care Capacity Building funds awarded for the State Fiscal Year 2026 (July 1st, 2025 To June 30th 2026). Costs will be covered with state funds provided by the IDHS. Acitivities will be overseen by the Kane County Continuum of Care. Services delivered through this grant include expanded capacity to promote improved data quality.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-237

APPROVING MOTOR FUEL TAX APPROPRIATION FOR KIRK ROAD OVER UNION PACIFIC RAILROAD PARCEL NO. 0003PE & 0003TE, KANE COUNTY SECTION NO. 12-00192-04-BR

WHEREAS, the County Board previously approved settlement for Parcel No. 0003PE and 0003TE in connection with the Kirk Road improvement over the Union Pacific Railroad, Kane County Section No. 12-00192-04-BR, in the amount of One Hundred Fifteen Thousand Dollars ($115,000.00); and

WHEREAS, the proposed improvement includes land acquisition for the Kirk Road improvement over the Union Pacific Railroad required to complete the project; and

WHEREAS, the Illinois Department of Transportation requires a Resolution for Improvement Under the Illinois Highway Code (BLR 09110) to authorize the use of Motor Fuel Tax funds for this improvement; and

WHEREAS, it is necessary to appropriate Motor Fuel Tax funds for this purpose from the County's allotment; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that One Hundred Fifteen Thousand Dollars ($115,000.00) is hereby appropriated from the County of Kane's allotment of Motor Fuel Tax funds for the improvement of Kirk Road over the Union Pacific Railroad; and

BE IT FURTHER RESOLVED that the appropriate County officials are hereby authorized to execute the Resolution for Improvement Under the Illinois Highway Code (BLR 09110).

Line Item: 302.520.522.74010
Line Item Description: Highway Right-of-Way
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Motor Fuel Tax Appropriation for Kirk Road Over Union Pacific Railroad Parcel No. 0003PE & 0003TE, Kane County Section No. 12-00192-04-BR

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Ashley Young 630.406.7302

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $115,000.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the appropriation of Motor Fuel Tax Funds for Parcel No. 3 for the Kirk Road improvement over the Union Pacific Railroad.

At the March 10th, 2026 County Board meeting, Settlement for Case No. 2024ED000025 in the amount of $115,000.00 was approved.

The Illinois Department of Transportation requires a “Resolution for Improvement Under the Illinois Highway Code" (BLR 09110) to authorize the use of Motor Fuel Tax funds this project, which requires an appropriation approved by County Board.

Staff recommends approval.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-238

REAPPROPRIATING FUNDS AND AMENDING RESOLUTION NO. 23-535 WITH HDR, INC. FOR MONTGOMERY ROAD AT HOWELL PLACE IMPROVEMENTS, KANE COUNTY SECTION NO. 23-00586-00-TL

WHEREAS, Resolution 23-535 approved an agreement with HDR, Inc. for Montgomery Road at Howell Place improvement, Kane County Section No. 23-00586-00-TL, and appropriated Eight Hundred Fifty-Four Thousand Eight Hundred Thirty-Two Dollars ($854,832.00) from Transportation Sales Tax Fund #305; and

WHEREAS, the proposed improvements include elements that enhance roadway capacity and functionality to accommodate anticipated growth, providing benefits to current users and future system demands; and

WHEREAS, it is in the best interest of Kane County to reappropriate the remaining funds associated with this project to align with eligible funding sources and ensure proper use of impact fee revenues.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the remaining appropriation in the amount of Four Hundred Eighty Thousand Five Hundred Ninety-Seven Dollars and 96/100 ($480,597.96) currently allocated within Transportation Sales Tax Fund #305 is hereby reappropriated and transferred from Transportation Sales Tax Fund #305 to South Impact Fee Fund #560.

Line Item: 560.520.560.50140
Line Item Description: Engineering Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Reappropriating Funds and Amending Resolution No. 23-535 with HDR, Inc. for Montgomery Road at Howell Place Improvements, Kane County Section No. 23-00586-00-TL

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Ashley Young 630.406.7302

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Resolution 23-535 approved an agreement with HDR, Inc. and appropriated $854,832.00 from Transportation Sales Tax Fund #305.

This resolution transfers the remaining appropriation of $480,597.96 from Transportation Sales Tax Fund #305 to South Impact Fee Fund #560.

Staff recommends approval.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-239

REAPPROPRIATING FUNDS AND AMENDING RESOLUTION NO. 23-72 WITH PERALTE-CLARK, LLC FOR FABYAN PARKWAY INTERSECTION IMPROVEMENTS AT SETTLERS HILL AND KINGSLAND DRIVE, KANE COUNTY SECTION NO. 21-00373-01-CH

WHEREAS, Resolution 23-72 approved an agreement with Peralte-Clark, LLC for Fabyan Parkway intersection improvements at Settlers Hill and Kingsland Drive, Kane County Section No. 21-00373-01-CH, and appropriated Seven Hundred Eighty-Eight Thousand Two Hundred Thirty-Six Dollars ($788,236.00) from Transportation Sales Tax Fund #305; and

WHEREAS, the proposed improvements include elements that enhance roadway capacity and functionality to accommodate anticipated growth, providing benefits to current users and future system demands; and

WHEREAS, it is in the best interest of Kane County to reappropriate the remaining funds associated with this project to align with eligible funding sources and ensure proper use of impact fee revenues.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the remaining appropriation in the amount of One Hundred Ninety-Five Thousand Four Hundred Forty-Five Dollars and 68/100 ($195,445.68) currently allocated within Transportation Sales Tax Fund #305 is hereby reappropriated and transferred from Transportation Sales Tax Fund #305 to South Impact Fee Fund #560.

Line Item: 560.520.560.50140
Line Item Description: Engineering Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Reappropriating Funds and Amending Resolution No. 23-72 with Peralte-Clark, LLC for Fabyan Parkway Intersection Improvements at Settlers Hill and Kingsland Drive, Kane County Section No. 21-00373-01-CH

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Ashley Young 630.406.7302

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Resolution 23-72 approved an agreement with Peralte Clark for design engineering services for Fabyan Parkway at Settlers Hill and Kingsland Drive and appropriated $788,236.00 from Transportation Sales Tax Fund #305.

This resolution transfers the remaining appropriation of $195,445.68 from Transportation Sales Tax Fund #305 into South Impact Fee Fund #560.

Staff recommends approval.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-240

APPROVING ADOPT-A-HIGHWAY APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 et seq.) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list attached (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the applicant(s) listed in Exhibit A for participation in the Kane County Adopt-A-Highway Program are hereby approved.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois
Vote:	

EXHIBIT A

Applicants (RENEWAL)	Road	Distance
Clarke Mosquito	Kirk Road from Dunham Road to IL Route 64	2 Miles (East Side)
Clarke Mosquito	Stearns Road from IL Route 25 to Dupage County Line	.5 Mile (North Side)
The VerVynck Family	Bliss Road from Norris Road to IL Route 88	1.5 Miles (Both Sides)
The Seyller Family	Burlington Road from Romke Road to Railroad Street	1.5 Miles (Both Sides)
The Morgan Family/Second Chance Ranch	Corron Road from Burlington Road to Silver Glen Road	1.25 Miles (Both Sides)
Hampton, Lenzini, and Renwick	Randall Road from Highland Avenue to Big Timber Road	1.25 Miles (East Side)
Hampton, Lenzini, and Renwick	Randall Road from McDonald Road to Silver Glen Road	1 Mile (West Side)
Boy Scout Troop 13	Burlington Road from Corron Road to IL Route 64	1.25 Miles (Both Sides)
John B. Sanfilippo & Son	Randall Road from Big Timber Road to I-90 bridge	1 Mile (East Side)
Knights of Columbus 12497	Randall Road from Silver Glen Road to Red Gate Road	1 Mile (Both Sides)
Mooseheart Lodge 2655	Mooseheart Road from Orchard Road to IL Route 31	1 Mile (Both Sides)

Applicants (NEW)	Road	Distance
In Loving Memory of Matthew Clark	Burlington Road from Romke Road to Rohrsen Road	.5 Mile (Both Sides)
Community Association of Wayne	Dunham Road from Army Trail Road to Brewster Creek Circle	1 Mile (Both Sides)
Friends & Neighbors of Stonecrest	Russell Road from Oak Ridge Drive to Rippburger Road	1 Mile (Both Sides)
Elgin Township Democrats	Randall Road from Big Timber Road to Highland Avenue	1.25 Miles (West Side)
Mid Valley SEA	Randall Road from IL Route 64 to IL Route 38	.75 Mile (West Side)

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Adopt-A-Highway Applicants

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Michael Way, 630.406.7359

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

Applicants (RENEWAL)	Road	Distance
Clarke Mosquito	Kirk Road from Dunham Road to IL Route 64	2 Miles (East Side)
Clarke Mosquito	Stearns Road from IL Route 25 to Dupage County Line	.5 Mile (North Side)
The VerVynck Family	Bliss Road from Norris Road to IL Route 88	1.5 Miles (Both Sides)
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Applicants (NEW)	Road	Distance
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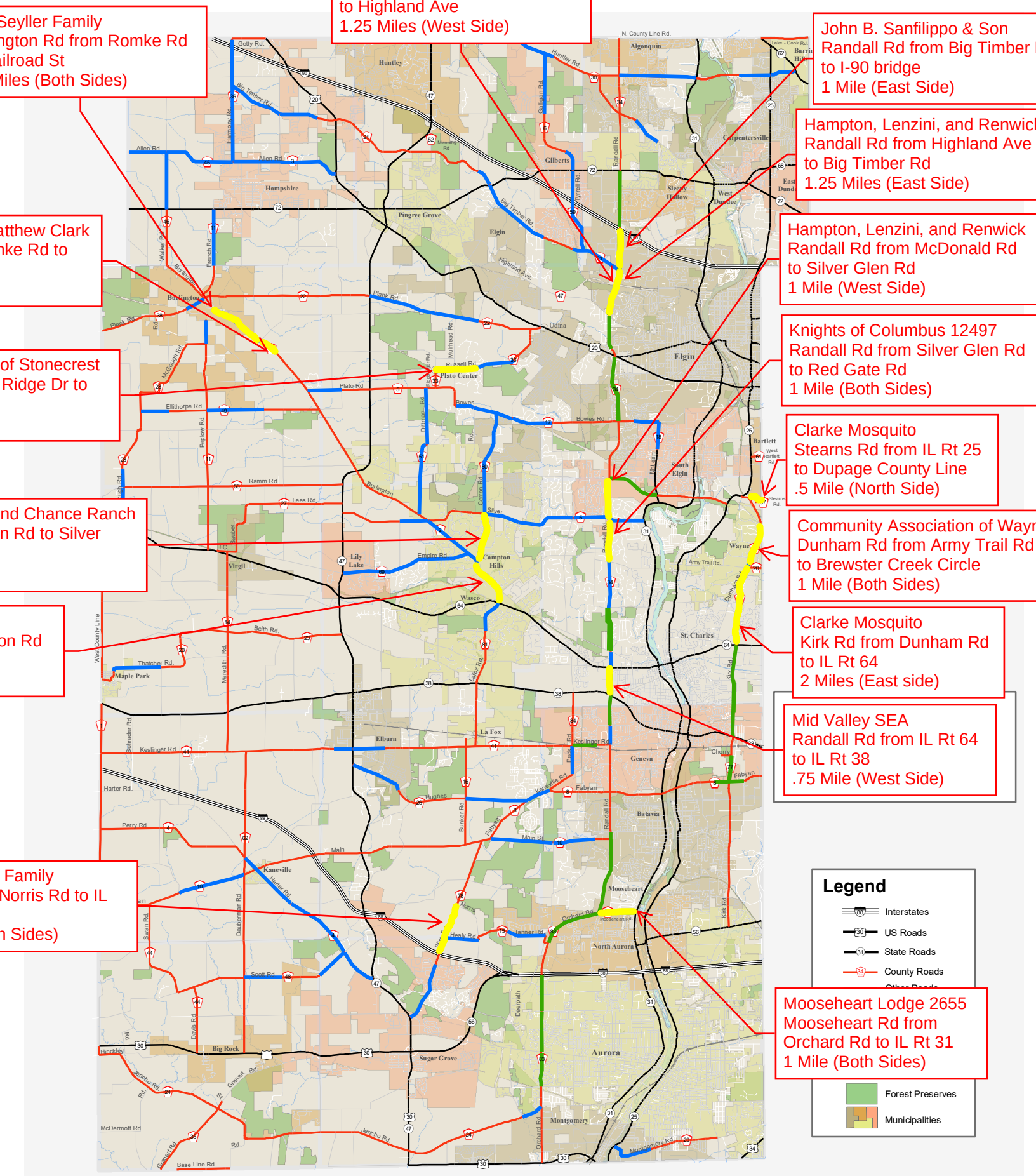
Friends & Neighbors of Stonecrest	Russell Road from Oak Ridge Drive to Rippburger Road	1 Mile (Both Sides)
Elgin Township Democrats	Randall Road from Big Timber Road to Highland Avenue	1.25 Miles (West Side)
Mid Valley SEA	Randall Road from IL Route 64 to IL Route 38	.75 Mile (West Side)



Adopt-A-Highway
April 2, 2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-241

APPROVING THE PURCHASE OF PAINT SUPPLIES FOR ROADWAY MARKINGS FOR KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, Quotes have been solicited and received for Paint Supplies for Roadway Markings (hereinafter the "Paint") for the County's Division of Transportation through the State of Illinois Joint Purchasing Program; and

WHEREAS, Ingevity with a principal address of 4920 O'Hear Avenue, Suite 400, North Charleston, SC 29405, was the selected Vendor for the Paint under the State Bid CMS (24-416CMS-BOSS4-P-38193), at a total purchase price of Eighty-Six Thousand One Hundred Seventy-Five Dollars ($86,175.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the offer for said Paint from Ingevity in the amount of Eighty-Six Thousand One Hundred Seventy-Five Dollars ($86,175.00) is accepted and that the County of Kane purchase said Paint from Ingevity; payment therefor to be made from the Local Option Motor Fuel Tax Fund #304, Line Item #60420 (Road Material).

Line Item: 304.520.524.60420
Line Item Description: Road Material
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of Paint Supplies for Roadway Markings for Kane County Division of Transportation

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Michael Way 630.406.7359

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $86,175.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Description: IDOT Approved Roadway paint marking

Vendor: Ingevity (State Bid 24-416CMS-BOSS4-P-38193)

Purchase price – Paint $71,175
Contingency $15,000
Total $ 86,175

Comments:
Kane County Division of Transportation is purchasing a paint truck in FY26 to start painting our own roadways again instead of contracting out for a considerable cost savings to the county. Delivery of the paint truck is expected in late June early July.

KDOT staff will be painting sections of two-lane roads this summer and bidding some out this year. And taking over all water-based painting in FY27.

This paint is in the FY26 budget.

2026 Price List	
State:	Illinois
Contact:	Noel Seale
Phone:	334-245-1138
Email:	noel.seale@ingevity.com

Customer Service:	Noel Seale
Phone:	334-245-1138
E-mail:	roadmarkings@ingevity.com

Effective Date: 3/18/2026
Expiration Date: 7/30/2026

Customer Information

Kane County

Attention: Mike Way
41W011 Burlington Rd.
St. Charles, IL 60175
Phone: 630-406-7359
Cell:
Email: waymichael@co.kane.il.us
Terms: Net 30 (All Products)

Quote #

PA2601IL

State of IL Paint Contract Pricing

Traffic Paint

Code	Description	QTY	Unit	30 Day	Ext. Total
801763	White IL Standard Paint, TE, 250 GAL	4500	Gal	$ 12.87	$ 57,915.00
801764	Yellow IL Standard Paint, TE, 250 GAL	1000	Gal	$ 13.26	$ 13,260.00
				Total:	$ 71,175.00

Terms and Conditions:

Payment must be RECEIVED on or before the due date to receive the discount.
Credit & Debit Card Payments Will NOT Be Accepted.
Prices are FOB Company yard located in Company's Location or project around Company's territory area.
Paint prices include freight for Full Truck Load shipments. Additional freight charges will be added for each Less Than Truckload shipment.
Prices are for the material only and do NOT include applicable state or local taxes.
Material shipment and availability is subject to credit account being in good standing.
Payments received after 30 days will incur a 1.5% per month surcharge based on a 30 day month.
Ingevity Corporation Standard Terms and Conditions of Sale Apply.
Customer shall be responsible for the disposal of all shipping & packaging materials for any Ingevity Corporation products, including but not limited to: pallets, boxes, buckets, drums, totes, or materials used to secure packages.
A fuel surcharge will be applied to each Purchase Order when regional diesel fuel prices exceed $4.75 per gallon, as determined by the US Department of Energy fuel price index for the destination PADD district.

Submitted by: Noel Seale

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Traffic Marking Paint
22-416CMS-BOSS4-P-38193

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES

2. PRICING

3. TERM AND TERMINATION

4. STANDARD BUSINESS TERMS AND CONDITIONS

5. STATE SUPPLEMENTAL PROVISIONS

6. STANDARD CERTIFICATIONS

7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)

9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Traffic Marking Paint
22-416CMS-BOSS4-P-38193

VENDOR

Vendor Name: Ozark Materials, LLC	Address (City/State/Zip): 591 Glendale Ave Greenville, AL 36037
Signature: [redacted]	Phone: 334-368-1655
Printed Name: D. Michael Dean	Fax: 334-371-2302
Title: Senior VP of Operations	Email: bids@ozarkmaterials.net
Date: March 7th, 2022	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: [redacted] 07/28/2022	
Printed Name: Anthony Pascente, by Will Stephens	
Official's Title: Acting Director by Agency Purchasing Officer	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 22-416CMS-BOSS4-R-115764
- Project Title: JPMC Traffic Marking Paint
- Contract #: 22-416CMS-BOSS4-P-38193
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-26726
- BidBuy Publication Date: 2/18/22
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for Traffic Marking Paint to be purchased on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units and Qualified Not-For-Profit Agencies as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The Vendor will provide high quality traffic marking paint on an as needed basis during the contract period. Exhibit A – Traffic Marking Paint Specifications for requirements.

1.2.2. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services

1.3. SPECIFICATIONS:

1.3.1. See Exhibit A – Traffic Marking Paint Specifications

1.3.2. Tote Material Will Be:

1.3.2.1. Stainless Steel Totes – "Mamor Corporation" 250-gallon Stainless Steel Cubical Shaped Cage Container, or an approved equivalent.

1.3.2.2. Plastic Totes – "Snyder Industries" 220-gallon Wide Mouth Ultratainer #60345, "Clawson Container Co." 220-gallon Model # Spider 220, or an approved equivalent.

1.3.2.3. Tubular Style Cage Tote – Shall be Non-UL Rated, have 2" QD (quick disconnect) ball valve, have new 6" cap each time the tote is use to insure the bottle seals properly to avoid skinning, new or reconditioned cage and 275 gallon bottle, capable of being stacked two (2) high when full, capable of being lifted by forklift when full. Maximum amount of paint allowed to be delivered in this style tote is 250 gallons.

1.4. MILESTONES AND DELIVERABLES:

1.4.1. Performance Bond: The Vendor is required to maintain performance bond coverage in the amount of 10% of the total bid throughout the duration of this Contract and that bond must be executed by a surety company licensed to do business in the State of Illinois.

1.4.2. Annual Usage Reports: The Vendor will be required to report to Central Management Services- Bureau of Strategic Sourcing (BOSS) an annual usage report. This report shall be in a tab delimited text file or an EXCEL spreadsheet that references the PO number and time period being reported, and must contain the following:

(PO Line number, Quantity, Unit of Measure, and Delivery Address.)

The Report shall be sent to the following email address: cms.boss.sourcing@illinois.gov.

1.5. VENDOR / STAFF SPECIFICATIONS:

1.5.1. Vendor must be an established manufacturer or their authorized dealer for the duration of the contract. Any dealer hereby guarantees that it is an authorized dealer of the manufacturer and that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under this contract with the State. Vendor must submit authorized dealer letter upon request.

1.5.2. Department of Transportation Orders. Department of Transportation paint orders shall be processed upon receipt of order from the District's paint crew supervisor for the specific District's location. The order will be emailed to the Vendor and the Vendor shall confirm each order within 24 hours, excluding weekends and State of Illinois holidays.

1.5.3. Orders from Governmental Units and Qualified Not-For-Profit Agencies shall be placed using their own individual ordering methods and documents for delivery. The Vendor shall confirm each order within 24 hours, excluding weekends and State of Illinois holidays.

1.5.4. Vendor compliance to all contract requirements will be monitored. A "Complaint to Vendor" form will be filed with Department of Central Management Services- Bureau of Strategic Sourcing (BOSS) and the vendor when an infraction occurs. Failure to immediately resolve the complaint may cause contract cancellation.

1.6. TRANSPORTATION AND DELIVERY:

1.6.1. Ordering Schedule: Regardless of season or time of year, Vendor must adhere to ordering and delivery schedules outlined in this Contract.

1.6.2. Delivery Guidelines: All orders shall be delivered F.O.B. Destination Prepaid. Reasonable efforts shall be made to ship complete lots or batches to a single location and limit deliveries to not more than four (4) truckloads per day per location.

1.6.3. Minimum Order: The minimum order quantity for this contract will be two (2) drums or one (1) tote. Any order requested with less than the minimum order quantity will have the freight pre-paid by vendor and the additional freight will be shown on the invoice as a separate line item. Vendor must submit a copy of the freight bill with the invoice for verification. The delivery charge for any order less than the minimum is capped at 10% of the total order amount.

1.6.4. Delivery Instructions: The Vendor shall make all deliveries of paint on flatbed trucks with removable sides for forklift unloading. Upon agency request, drummed paint shall be banded together and delivered on pallets suitable for forklift unloading, to facilitate safe unloading.

1.6.5. Department of Transportation Deliveries: The paint shall be delivered no later than 15 calendar days after the date the order was confirmed, or After Receipt of Order (ARO), unless otherwise specified at time of order. Vendor shall notify location of delivery by phone at least 24 hours in advance of arrival of each shipment. Deliveries shall be made during the work week (Monday through Thursday) during regular work hours 8:00 a.m. to 2:00 p.m., Central Time). Districts need sufficient time to complete all unloading before the end of the workday unless prior arrangements are made with the receiving officer to whom shipment is made.

1.6.6. Deliveries other than Department of Transportation: The paint shall be delivered no later than 15 calendar days after the date the order was confirmed, or After Receipt of Order (ARO), unless otherwise specified at the time of order. Governmental units and qualified not-for-profit agencies should verify that their order(s) have been received by the Vendor and verify delivery days/hours availability. Vendor shall notify location of delivery by phone at least 24 hours in advance of arrival of each shipment.

1.7. SUBCONTRACTING

Subcontractors are allowed.

1.7.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.7.2. Please identify below subcontracts with an annual value of $50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: CDK Logistics, LLC

  Amount to Be Paid: Min of 45,000.00

  Address: P.O. Box 43082 Chicago, Illinois 60643

  Description of Work: Transport and Deliver Material

- Subcontractor Name: RA Seaton Contractor Services, LLC

  Amount to Be Paid: Min 55,000.00

  Address: 5100 Linden Road Rockford, Illinois 61109

  Description of Work: Transport and Deliver Material

  If additional space is necessary to provide subcontractor information, please attach an additional page.

1.7.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.7.4. If the annual value of any of the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.7.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.8. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.9. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 3112 S. Boots St. Marion, IN 46953

  Value of services performed at this location: 100%

- Location where services will be performed:

  Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING:

Economic Adjustment:

2.5.1. The prices in this Contract must remain firm for the first six (6) months after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given six (6) month period.

2.5.2. All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS).

2.5.3. In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given six (6) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.4. Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) series ID:

WPU062103 PPI commodity data for Chemicals and allied products-Special purpose coatings, including marine, industrial and construction coatings, not seasonally adjusted.

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication.

2.5.5. No further adjustments will be made once the maximum allowable adjustment has been calculated for the given six (6) months.

The maximum allowable adjustment shall be calculated as follows:

Maximum Allowable Price = A / B * C
A = Bid Price
B = Base PPI index (defined by time of bid opening)
C = Published PPI index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at HTTP://WWW.BLS.GOV/PPI.

2.5.6. Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

2.5.7. Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.

2.5.8. In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

2.5.9. If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

2.5.10. Once approved, contract pricing will be adjusted without a formal amendment.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has a term of five (5) years commencing upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Ozark Materials, LLC
Attn:	Vanessa Taylor
Address:	591 Glendale Ave
City, State Zip	Greenville, AL 36037

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 **INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

5.11. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

Traffic Marking Paint Specifications: All paint provided under this contract shall comply with the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2022, Article 1095.02. "The Standard Specifications for Road and Bridge Construction" are made available on IDOT's internet home page (https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Construction/Standard-Specifications/2022%20Standard%20Specifications%20for%20Road%20and%20Bridge%20Construction.pdf)

Exception: Section 1095.02 (a) (4) or an approved equivalent.

2022 Standard Specifications for Road and Bridge Construction Article 1095.02

1095.02 Paint Pavement Markings. All materials shall meet the following paint specification unless a shortage of raw materials precludes the production of paint which will meet the materials portion of this section. If the shortage can be documented to the satisfaction of the Engineer, then an alternate formulation will be allowed. Any alternate formulation shall comply with the latest volatile organic matter (VOM) content limits published by the IEPA in Title 35, Part 223 of the Illinois Administrative Code.

The finished paint shall be formulated and manufactured from first-grade materials. It shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. It shall be completely free from dirt and other foreign material and shall dry within the time specified to a good, tough, serviceable film. The paint shall show no evidence of excessive settling, gelling, skinning, spoilage or livering upon storage in the sealed shipping containers under normal above freezing temperatures within twelve months of delivery. Any settled portion shall be easily brought back into suspension by hand mixing. When the settled portion is brought back into suspension in the vehicle, the paint shall be homogeneous and shall not show a viscosity change of more than 5 KU from the original viscosity. Any paint that has settled within the period of twelve months after delivery to the degree that the settled portion cannot be easily brought into suspension by hand mixing shall be disposed of by the vendor and immediately replaced with acceptable material entirely at the vendor's expense, including handling and transportation charges. The paint, when applied by spraying methods to a hot-mix asphalt pavement, shall not be discolored due to the solvent action of the paint on the surface.

(a) Ingredient Materials.

(1) Titanium Dioxide. This material shall comply with the Specification for Titanium Dioxide Pigments, ASTM D 476, Type II, Rutile. A notarized certificate of compliance from the pigment manufacturer shall be required.

(2) Yellow Pigment. This material shall be a non-toxic organic pigment, Yellow 65: Engelhard 1244 or equivalent.

(3) Calcium Carbonate. This material shall comply with the Specification for Calcium Carbonate Pigments, ASTM D 1199, Type GC, Grade I, with minimum of 95 percent Calcium Carbonate or Type PC, minimum 98 percent Calcium Carbonate.

(4) Acrylic Emulsion Polymer. This material shall be Rohm and Haas 2706 or Dow Chemical DT-211.

(5) Methyl Alcohol. This material shall comply with the Specification for Methyl Alcohol, ASTM D 1152.

(6) Miscellaneous Materials.

a. Water: Potable

b. Dispersant: Tamol 850 (Rohm and Haas) or equivalent

c. Surfactant: Triton CF-10 (Union Carbide) or equivalent

d. Defoamer: Colloids 654 (Rhone-Poulenc) or equivalent

e. Rheology Modifier: Natrasol 250 HBR (Aqualon Company) or equivalent

f. Coalescent: Texanol (Eastman Chemical)

g. Preservative: Troy 192 (Troy Chemical) or equivalent

(b) Manufacture. All ingredient materials shall be delivered in the original containers and shall be used without adulteration. The containers shall be marked with type of material, name of manufacturer and lot number.

The manufacturer shall furnish to the Department the batch formula which will be used in manufacturing the paint.

No change shall be made in this formula without prior approval by the Department and no change will be approved that adversely affects the quality or serviceability of the paint.

The following Standard Formulas shall be the basis for the paint. The finished products shall conform on a weight basis to the composition requirements of these formulas. No variations will be permitted, except for the replacement of volatile lost in processing. Amounts are shown in pounds of material.

	White	Yellow
	lb	lb
C.I. Pigment Yellow 65	---	32
Titanium Dioxide, Rutile, Type II	100	21
Calcium Carbonate, Type PC	150	150
Calcium Carbonate, Type GC	430	465
Rheology Modifier	0.5	0.5
Acrylic Emulsion, 50% Solids	541	535
Coalescent	24	23
Defoamer	5	5

Dispersant	8	9
Surfactant	2	2
Methl Alcohol	29	28
Preservative	1.5	1.5
Water	10	10
Total	1301	1282

(c) Paint Properties. The finished paint shall be according to the following.

(1) Pigment. Analysis of the extracted pigment shall be according to the following.

	White	Yellow
Organic Yellow 65 (%)	---	Min. 4.8
Titanium Dioxide (%)	Min. 13.4	Min. 2.8
Calcium Carbonate (%)	Max. 86	Max. 93

The percent pigment by weight of the finished product shall not be less than 50 percent nor more than 54 percent.

(2) Vehicle. The non-volatile portion of the vehicle shall be composed of a 100 percent acrylic polymer and shall not be less than 44 percent by weight.

(3) Organic Volatiles. The finished paint shall contain less than 150 grams of volatile organic matter per liter of total paint. (ASTM D 3960)

(4) Total Solids. The finished paint shall not be less than 73 percent total non-volatile by weight. (ASTM D 2369)

(5) Unit Weight. The unit weight at 77 F of the production batches shall not vary more than plus or minus 0.20 lb/gal from the weight of the qualification samples.

(6) Viscosity. The consistency of the paint shall not be less than 83 nor more than 98 Kreb units at 77 F.

(7) Dry Opacity. The minimum contrast ratio shall be 0.97 when tested in accordance with Federal Specification, Method 141 a, No. 4121, Procedure B when applied at a wet film thickness of 15 mils.

(8) Color and Daylight Reflectance. The paint, applied at a wet film thickness of 15 mils (0.38 mm) and allowed to dry 24 hours, shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White	Daylight Reflectance (Y) 85% min.
Yellow *	Daylight Reflectance (Y) 50% min.

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

(9) Water Resistance. The paint shall be according to Federal Specification TT-P-1952D, Section 3.2.5.

(10) Freeze-Thaw Stability. The paint shall show no coagulation or change in consistency greater than 10 Kreb Units, when tested according to Federal Specification TT-P-1952D, Section 4.3.8.

(11) Accelerated Package Stability. The paint shall show no coagulation, discoloration, or change in consistency greater than 10 Kreb Units when tested according to Federal Specification TT-P-1952D, Section 4.3.4.

(12) Dilution Test. The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

(13) Storage Stability. After 30 days storage in a three-quarters filled, closed container, the paint shall show no caking that cannot be readily remixed to a smooth, homogenous state, no skinning, livering, curdling or hard settling. The viscosity shall not change more than 5 Kreb units from the viscosity of the original sample.

(14) No Pick-Up Time. The no pick-up time shall be less than 10 minutes. The test shall follow the requirements of ASTM D 711 with a wet film thickness of 15 mils.

(15) Grind. The paint shall have a grind of not less than 3 on a Hegman Grind Gauge.

(16) Flexibility. The paint shall show no cracking or flaking when tested according to Federal Specification TT-P-1952D, Section 4.3.5.

(17) Dry Through Time. The paint, when applied to a non-absorbent substrate at a wet film thickness of 15 mils and placed in a humidity chamber controlled at 90 +/- 5 percent R.H. and 72.5 +/-2.5 F shall have a “dry through time” not greater than 15 minutes of the IDOT standard formula. The dry through time shall be determined according to ASTM D 1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

(18) No-Tracking Time Field Test. The paint shall dry to a no-tracking condition under traffic in three minutes maximum when applied at 15 +/- 1 mil wet film thickness at 130 –150 F, and from three to ten minutes when applied at ambient temperatures with 6 lb of glass beads per gal of paint. “No-tracking” shall be the time in minutes required for the line to withstand the running of a standard automobile over the line at a speed of approximately 40 mph, simulating a passing procedure without tracking of the reflectorized line when viewed from a distance of 50 ft.

(d) Sampling and Inspection.

(1) Sample. The manufacturer shall forward to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766, for test purposes, three 1 pt qualification samples of material representative of that which he/she proposes to produce.

Along with the samples, the paint manufacturer shall furnish a copy of his/her batching formula and a list of the trade names and manufacturers of the ingredient materials proposed for use. Product data sheets shall be provided as verification of the ingredient materials conformity with the specification requirements. No changes shall be made without prior approval by the Department.

(2) Sampling and Testing. Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing and Materials, and revisions thereof, in effect on the date of manufacture, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway and Transportation Officials, or of the Federal Government, or of other recognized standardizing agencies shall be used.

(3) Inspection. The right is reserved to inspect the paint either at the place of manufacture or after its arrival at destination. If inspected at the place of manufacture, the manufacturer shall furnish such facilities as may be required for collecting and forwarding samples of ingredient materials and finished paint and for performing the inspection of the paint during the process of manufacture. Before manufacture of the paint is started, the ingredient materials shall be set aside at the manufacturer’s plant and shall be sampled by an authorized representative of the Department. All materials represented by these samples shall be held until tests have been made and the materials found to comply with the requirements of the specifications. Approximately 30 days are required to test the ingredient materials. The Department has the option to waive inspection of ingredient materials. During the manufacturing operations, the Department's representative shall have free entry at all times to such parts of the plant as concern the manufacture of the paint. All tests will be made by and at the expense of the Department.

All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766.

(e) Packaging. Unless otherwise directed, the paint shall be packaged and shipped in new 55 gal removable head, steel drums meeting the latest regulations of the United States Department of Transportation for shipping containers for this type of material. The drums shall be lined with a noncorrosive lining compatible with the waterborne paint. The opening in the drum shall be circular, and the diameter of the opening shall be substantially the diameter of the inside of the end of the drum. The drum shall be provided with gaskets of one-piece tubular neoprene construction and shall be completely airtight. The closure shall be securely attached to the drum by a bolt-action-type ring that shall enclose the edge of the lid and the chime of the drum. The

closure bolt shall be tightened to a minimum of 40 ft lb torque, and a lock nut shall be securely tightened against the threaded end of the anchor. The white paint shall be packaged in white drums with white lids, and the yellow paint shall be packaged in white drums with yellow lids.

Fifty-five gallons of paint shall be placed in each drum, leaving approximately 2 in. of air space. The paint will be measured by volume, the unit of measure being a gallon [231 cu in. at 77 F].

Each drum shall be stenciled on the removable head and on the side to show the kind of paint contained therein, the manufacturer's name, the lot number, and the month and year the paint is packaged.

(f) Glass Beads. The glass beads used as drop on beads with the pavement marking paint shall be according to the requirements of Article 1095.07, Type B.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-242

APPROVING A ROAD IMPROVEMENT IMPACT FEE CREDIT AGREEMENT BETWEEN THE COUNTY OF KANE AND MIF GENEVA PARK-M, LLC & MIF GENEVA PARK-J, LLC

WHEREAS, MIF Geneva Park-M, LLC & MIF Geneva Park-J, LLC (hereinafter the "Applicant"), with offices at 411211 W 22nd Street, Suite 800, Oak Brook, IL 60523, plans to initiate New Development pursuant to Kane County Road Improvement Impact Fee Ordinance 22-27, (hereinafter the "Ordinance"); and

WHEREAS, the MIF Geneva Industrial Park (hereinafter the "Development") received site specific development approval from the City of Geneva on July 3rd, 2024; and

WHEREAS, the Applicant and the County desire to enter into an Impact Fee Credit Agreement (hereinafter the "Agreement" in accordance with the Ordinance; and

WHEREAS, pursuant to the Agreement the Applicant is obligated to make various improvements to highway(s) in the County's highway system that are part of the Comprehensive Road Improvement Program (CRIP) as set forth in the Ordinance, the value thereof being not less than $208, 535.95; and

WHEREAS, Section Twelve of the Ordinance requires the County Board to review and ratify Impact Fee Credit Agreements for impact fee credits in excess of $100,000 and if approved thereby to direct the County Engineer to execute said approved Impact Fee Credit Agreement on behalf of the County; and

WHEREAS, said highway improvements are deemed by the County to be of immediate benefit to the residents of Kane County in that the improvements shall facilitate the efficient movement of traffic and shall provide for the safety of the motoring public.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County Engineer is hereby directed to execute an Impact Fee Credit Agreement (a copy of which is on file with the County Clerk's Office) for said Development on behalf of the County of Kane with MIF Geneva Park-M, LLC & MIF Geneva Park-J, LLC for the improvements to highway as set forth in the CRIP adjacent to the MIF Geneva Industrial Park as described in said Agreement granting impact fee credits to the MIF Geneva Industrial Park for eligible improvements in an amount not to exceed Two Hundred Eight Thousand Five Hundred Thirty-Five and 95/100 Dollars ($208, 535.95).

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Road Improvement Impact Fee Credit Agreement Between the County of Kane and MIF Geneva Park-M, LLC & MIF Geneva Park-J, LLC

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Kurt Nika, 630.406.7372

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

MIF Geneva Park-M, LLC / MIF Geneva Park-J, LLC has agreed to make certain road improvements to Fabyan Parkway at Kautz Road adjacent to a land development (MIF Geneva Industrial Park) underway in the City of Geneva. The developer is requesting an impact fee credit for the road improvements pursuant to Section 12 of the Impact Fee Ordinance. Aditional information on the road improvements and cost estimates are included in the exhibits of the agreement.

Staff has reviewed the documents and has agreed on the credit amount with the developer. Per the Ordinance, the Transportation Committee must approve and recommend moving the proposed Impact Fee Credit Agreement with MWI Property Group on to the County Board, which would authorize the County Engineer to execute the Impact Fee Credit Agreement on behalf of the County.

Staff recommends approval.

Impact Fee Improvement Credit Agreement
MIF GENEVA PARK-M, LLC & MIF GENEVA PARK-J, LLC
FABYAN PARKWAY AT KAUTZ ROAD
COUNTY RESOLUTION/AGREEMENT # 26-____

This Impact Fee Improvement Credit Agreement ("Agreement") is entered into this 13th day of May, 2026, by and between the County of Kane, a body corporate and politic of the State of Illinois, of 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as the "County") and MIF Geneva Park-M, LLC and MIF Geneva Park-J, LLC at 1211 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (hereinafter referred to as the "Applicant"). The Applicant and the County are hereinafter collectively referred to as the "Parties".

WHEREAS, the Applicant plans to initiate a "New Development" as defined in the Kane County Road Improvement Impact Fee Ordinance 22-27 as may be from time to time amended, (hereinafter referred to as the "Ordinance"); and

WHEREAS, this Agreement covers the New Development commonly known as MIF Geneva Industrial Park (hereinafter the "Development") for which the Applicant received site specific development approval (as defined in the Ordinance) from the City of Geneva on 07/03/2024; and

WHEREAS, the Applicant desires to make a contribution (i.e. the construction of improvements and/or a conveyance of land) to be accepted by the County for highway improvements; and

WHEREAS, the Kane County Engineer (hereinafter the "County Engineer") has determined that the Applicant's proposed contribution or a portion thereof, is a "System Improvement" as defined by the Ordinance and the associated Comprehensive Road Improvement Plan ("CRIP"); and

WHEREAS, the Applicant has requested that the County grant to the Applicant "Improvement Credits" as defined by the Ordinance for the contribution of said System Improvement; and

WHEREAS, the County Engineer has approved the plans for and/or has determined the value of the contribution or part thereof determined to be a System Improvement; and

WHEREAS, the Applicant and the County desire to enter into this Agreement to determine the amount of the Improvement Credits to be granted to the Applicant by the County for that part of the Development constituting a System Improvement and to define the rights and obligations of the Parties pursuant to the Ordinance.

THEREFORE, in consideration of the above stated preambles and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, the County and the Applicant covenant, agree and bind themselves as follows, to wit:

1. The Parties acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.

2. The contribution or the part thereof that constitutes a System Improvement pursuant to the Agreement is described in Exhibit "A", which exhibit is attached hereto and incorporated herein by reference ("Contribution").

3. The value of the Contribution or the portion thereof that qualifies as a System Improvement is provided in Exhibit "B" (hereinafter the "Cost Estimate"), which exhibit is attached hereto and incorporated herein by reference. The Parties agree that in the event the County shall require the installation of traffic signals and related improvements at the Fabyan Parkway & Louis Bork Drive / Kautz Road intersection in the future, then the Parties shall enter into a separate impact fee credit agreement containing substantially similar terms and conditions of this Agreement, with the amount of impact fees and resulting improvements credits based on the cost of installation of such traffic signals and related improvements.

4. The Applicant shall complete the Contribution to the satisfaction of the County Engineer.

5. Upon completion of the Contribution, as specified in Exhibit A to the satisfaction of the County Engineer, the County, through the County Engineer, shall accept in writing the completed Contribution. The County's acceptance of the Contribution shall not be unreasonably withheld.

6. Upon acceptance by the County of the Contribution, the County shall first grant Improvement Credits, in the amount of the Cost Estimate, against future Kane County Road Improvement Impact Fees (hereinafter referred to as the "Impact Fees") assessed against the Development as more particularly described in Exhibit "C", which exhibit is attached hereto and incorporated herein by reference. Impact Fees previously paid to the County for the Development may be refunded to the Applicant subject and limited to the value of the Improvement Credits granted for the Development.

7. The Kane County Division of Transportation (hereinafter referred to as "KDOT") shall maintain an accounting of Improvement Credits granted to the Applicant and applied against Impact Fees assessed on the Development pursuant to this Agreement, and shall provide a copy of the accounting to the Applicant upon request.

8. Any Improvement Credits remaining after the payment of the Impact Fees for the Development may be applied against Impact Fees due from the Applicant on

other New Developments (as defined in the Ordinance) that are located within the same geographical service area, consistent with Illinois law and the Ordinance, in the following manner.

a. The Applicant shall indicate on the Impact Fee Application that Impact Fees assessed will be paid by utilizing previously granted Improvement Credits and shall indicate the Impact Fee Improvement Credit Agreement number.

b. For each portion of Improvement Credits to be applied against any Impact Fees due on such New Development, KDOT shall calculate the gross Impact Fees in accordance with either Exhibit B of the Ordinance or in accordance with Section Twelve (12) of the Ordinance. The remaining Improvement Credits balance shall be reduced by the gross Impact Fees for the New Development. The Impact Fee Receipt shall note that the Impact Fees were paid through application of Improvement Credits and the amount of Improvement Credits expended.

c. If the Improvement Credits are insufficient to cover the gross Impact Fees for the New Development, the remaining gross Impact Fees shall be multiplied by the Impact Fees multiplier then in effect. Thereafter, the applicant shall be notified of the remaining Impact Fees due and owing.

d. If additional discounts are applied, the Reduced Impact Fees will become the Discounted Impact Fees and the Applicant notified of the Impact Fees due.

9. The Applicant shall have the right to assign all or any portion of the Improvement Credits granted under this Agreement to another person or entity by providing written notice thereof to KDOT. Such notice shall identify the amount of the Improvement Credits to be assigned and the New Development to which the Improvement Credits are to be applied. Improvement Credits shall not be assigned to a New Development for improvements that are located outside the geographical service area of such New Development. Any Improvement Credits assigned by the Applicant shall be utilized in accordance with the requirements of this Agreement and the Ordinance.

10. Improvement Credits granted pursuant to this Agreement shall only be used to offset Impact Fees assessed by the County for improvements in the geographical service area in which the Development or New Development are located.

11. Notwithstanding anything contained within this Agreement, the Applicant acknowledges that the Agreement and all issues germane to the Impact Fees assessed shall be governed by, and be subject to, the terms and conditions contained within the Ordinance at the time the Agreement is executed.

12. This Agreement does not relieve the Applicant of any permitting regulations or other right of way requirements promulgated by the County or KDOT.

13. This Agreement embodies the entire understanding of the Parties with respect to the Contribution and Improvement Credits, and there are no other promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, and agreements, either verbal or written, between the Parties with respect to the Contribution and Improvement Credits.

14. The Improvement Credits granted pursuant to this Agreement shall not exceed the amount of Two Hundred Eight Thousand Five Hundred Thirty-Five and 95/100 Dollars ($208,535.95).

15. This Agreement may be amended only by a written instrument signed by all Parties. Notices must be in writing and are effective when delivered personally or sent by reputable overnight courier. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument, and signatures transmitted by electronic means (including PDF or other electronic image or electronic signature service) shall be deemed original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Applicant and the County of Kane, have caused this Agreement to be duly executed.

KANE COUNTY:	APPLICANT:
The County of Kane,	MIF Geneva Park-M, LLC MIF Geneva Park-J, LLC
By: _____ Michael Zakosek, P.E. County Engineer/Director	By: _____ *Name* _____ *Title* _____

LIST OF EXHIBITS

Exhibit A	Depiction of I.F. Credit Eligible Features
Exhibit B	Tabulation of I.F. Credit Eligible Costs
Exhibit C	Legal Description & Plat of Property Covered

EXHIBIT "A"

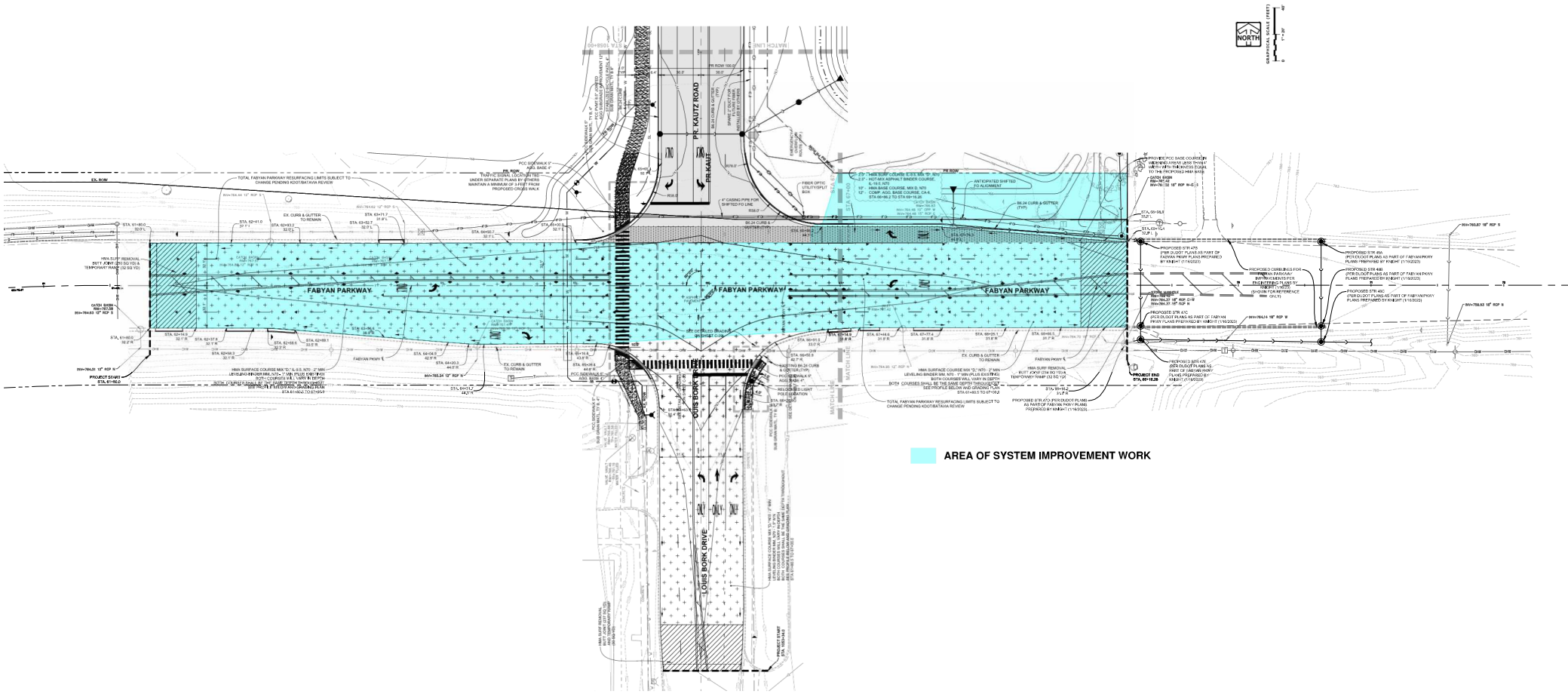

NORTH
PR. KAUTZ ROAD
LOUIS BORK DRIVE
FABYAN PARKWAY
FABYAN PARKWAY
FABYAN PARKWAY
AREA OF SYSTEM IMPROVEMENT WORK

Exhibit "B"

No.	Item	Quantity	Unit	Unit Price	Amount
A,B	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24, R&R	230	FEET	$ 86.88	$ 19,982.40
C	AGGREGATE BASE COURSE, TYPE B 12"	314	SQ YD	$ 30.00	$ 9,420.00
D	HMA Base Course, 10" (Mix D, N70)	212	SQ YD	$ 120.00	$ 25,440.00
E	2.5" HMA Binder Course, IL-19.0, N70	32	TON	$ 94.75	$ 3,032.00
F	2" HMA Surface Course, IL-9.5, Mix "D", N70	32	TON	$ 103.13	$ 3,300.16
G	Hot-Mix Asphalt Surface Removal, 3"	5606	SQ YD	$ 5.04	$ 28,254.24
H	Variable Depth N70 Leveling Binder	330	TON	$ 103.13	$ 34,032.90
I	Bituminous Materials (Tack Coat)	5004	POUND	$ 0.17	$ 850.68
J	2" HMA Surface Course, IL-9.5, Mix "D", N70	645	TON	$ 103.13	$ 66,518.85
K	Topsoil Furnish & Place, 4"	1033	SQ YD	$ 6.39	$ 6,600.87
L	Seed & Blanket	1033	SQ YD	$ 2.20	$ 2,272.60
M1	4" Pavement Marking Lines, Recessed	2672	FEET	$ 2.31	$ 6,172.32
M2	6" Pavement Marking Lines, Recessed	431	FEET	$ 2.64	$ 1,137.84
M3	12" Pavement Marking Lines, Recessed	135	FEET	$ 5.27	$ 711.45
M4	Recessed Reflective Pavement Markers	78	EACH	$ 10.38	$ 809.64
					$ 208,535.95

2024K023159

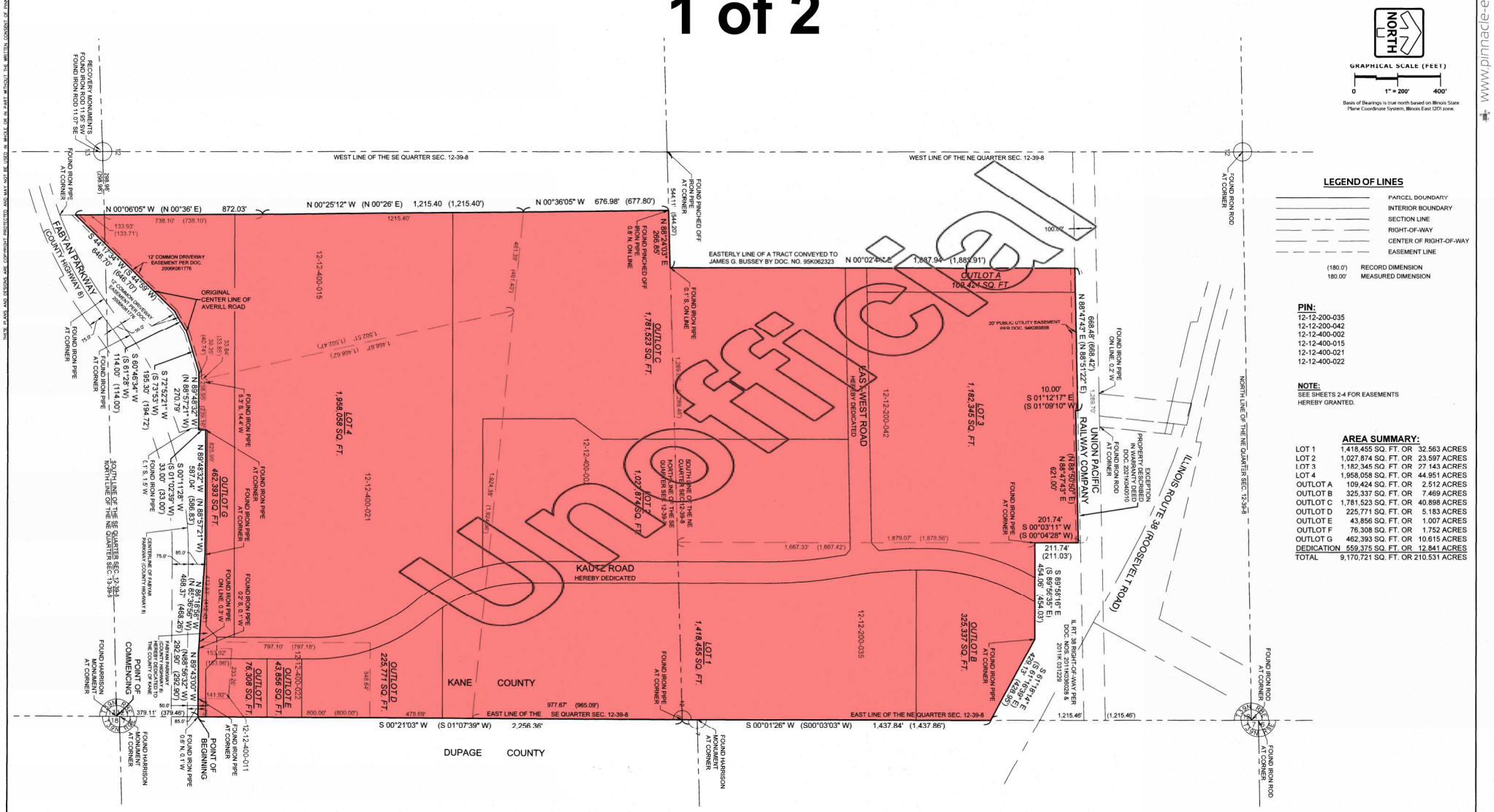
Sandy Wegman
RECORDER - KANE COUNTY, IL

RECORDED: 7/3/2024 12:59 PM
REC FEE: 90.00
PAGES: 5

EXHIBIT "C"
1 of 2

MIF GENEVA INDUSTRIAL PARK

BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



LEGEND OF LINES

- PARCEL BOUNDARY
- INTERIOR BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY
- CENTER OF RIGHT-OF-WAY
- EASEMENT LINE

(180.0') RECORD DIMENSION
180.00' MEASURED DIMENSION

Unofficial

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EAST DUNDEE, IL 60118
(847) 551-5300

MIF GENEVA INDUSTRIAL PARK
GENEVA, ILLINOIS

FINAL PLAT OF SUBDIVISION

REVISIONS

1	Add setbacks	6/16/2022	5	Additional Owner's cert	06/19/2024
2	Add Easement Provisions	9/12/2023			
3	Add Utility Easement	2/16/2024			
4	Add Utility Easement	3/1/2024			

PROJECT 1454.00
DRAWN BY PAK
CHECKED BY TEL
DATE 6/28/2021
SCALE 1"=200'
SHEET 1 OF 5

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SURVEY

EXHIBIT "C"
2 of 2

THAT PART OF THE EAST HALF OF SECTION 12, AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 21 MINUTES 03 SECONDS EAST (NORTH 01 DEGREES 07 MINUTES 39 SECONDS EAST RECORD) ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 379.11 FEET (379.46 FEET RECORD) TO THE NORTH RIGHT-OF-WAY LINE OF FABYAN PARKWAY TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: (1) THENCE NORTH 89 DEGREES 43 MINUTES 00 SECONDS WEST (NORTH 88 DEGREES 56 MINUTES 32 SECONDS WEST), A DISTANCE OF 292.90 FEET (292.90' RECORD); (2) THENCE NORTH 86 DEGREES 18 MINUTES 58 SECONDS WEST (NORTH 85 DEGREES 36 MINUTES 56 SECONDS WEST RECORD), A DISTANCE OF 468.37 FEET (468.26 FEET RECORD); (3) THENCE NORTH 89 DEGREES 48 MINUTES 32 SECONDS WEST (NORTH 88 DEGREES 57 MINUTES 21 SECONDS WEST RECORD), A DISTANCE OF 587.04 FEET (586.83 FEET RECORD); (4) THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST (SOUTH 01 DEGREES 02 MINUTES 39 SECONDS WEST RECORD), A DISTANCE OF 33.00 FEET (33.00 FEET RECORD) TO THE ORIGINAL CENTERLINE (NOW ABANDONED) OF AVERILL ROAD; THENCE SOUTHWESTERLY ALONG SAID ORIGINAL CENTERLINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE NORTH 89 DEGREES 48 MINUTES 32 SECONDS WEST (NORTH 88 DEGREES 57 MINUTES 21 SECONDS WEST RECORD), A DISTANCE OF 270.79 FEET; (2) THENCE SOUTH 72 DEGREES 52 MINUTES 21 SECONDS WEST (SOUTH 73 DEGREES 53 MINUTES WEST RECORD), A DISTANCE OF 195.30 FEET (194.72 FEET RECORD); (3) THENCE SOUTH 60 DEGREES 46 MINUTES 34 SECONDS WEST (SOUTH 61 DEGREES 28 MINUTES WEST RECORD), A DISTANCE OF 114.00 FEET (114.00 FEET RECORD); (4) THENCE SOUTH 44 DEGREES 17 MINUTES 34 SECONDS WEST (SOUTH 44 DEGREES 59 MINUTES WEST RECORD), A DISTANCE OF 646.70 FEET (646.70 FEET RECORD) TO A LINE DESCRIBED AS DRAWN SOUTH 00 DEGREES 36 MINUTES WEST FROM A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 13, WHICH IS 298.98 FEET (298.98 FEET MEASURED) EASTERLY FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST (NORTH 00 DEGREES 36 MINUTES EAST RECORD) ALONG SAID LINE (ALSO DESCRIBED AS AN OLD FENCE LINE), A DISTANCE OF 872.03 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 12 SECONDS WEST (NORTH 00 DEGREES 26 MINUTES EAST RECORD) ALONG A LINE DESCRIBED AS AN OLD FENCE LINE, A DISTANCE OF 1,215.40 FEET (1,215.40 FEET RECORD); THENCE NORTH 00 DEGREES 36 MINUTES 05 SECONDS WEST, A DISTANCE OF 676.98 FEET (677.80 FEET RECORD), TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 88 DEGREES 24 MINUTES 03 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 266.85 FEET TO A POINT DESCRIBED AS LYING 544.20 FEET EASTERLY (544.11 FEET MEASURED) OF THE ACCEPTED CENTER OF SECTION, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 02 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF A TRACT CONVEYED TO JAMES G. BUSSEY BY DOCUMENT NUMBER 95K062323, A DISTANCE OF 1,887.94 FEET (1,888.91 FEET RECORD) TO THE SOUTH RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY; THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS EAST (NORTH 88 DEGREES 51 MINUTES 22 SECONDS EAST RECORD), A DISTANCE OF 1,289.70 FEET (1,289.70 FEET RECORD) TO THE RIGHT-OF-WAY OF ILLINOIS ROUTE 38 PER DOCUMENT NUMBERS 2011K036028 AND 2011K031229; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST (SOUTH 00 DEGREES 04 MINUTES 28 SECONDS WEST RECORD), A DISTANCE OF 211.74 FEET (211.03 FEET RECORD); (2) THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST (SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST RECORD), A DISTANCE OF 454.06 FEET (454.03 FEET RECORD); (3) THENCE SOUTH 61 DEGREES 18 MINUTES 14 SECONDS EAST (SOUTH 61 DEGREES 16 MINUTES 39 SECONDS EAST RECORD), A DISTANCE OF 429.13 FEET (428.95 FEET RECORD) TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTES 26 SECONDS WEST (SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST RECORD), A DISTANCE OF 1,437.84 FEET (1,437.86 FEET RECORD) TO THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST (SOUTH 01 DEGREES 07 MINUTES 39 SECONDS WEST RECORD) ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, A DISTANCE OF 2,256.36 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, IN TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 12; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, HAVING AN ILLINOIS COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT) GRID BEARING OF SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST, A DISTANCE OF 791.18 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (F.K.A. THE CHICAGO AND NORTHWESTERN RAILROAD); THENCE NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 545.40 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN DEED DOCUMENT NO. 2016K012780, RECORDED MARCH 17, 2016; THENCE CONTINUING NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 668.42 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 621.21 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DOCUMENT NO. 2016K012780; THENCE SOUTH 00 DEGREES 03 MINUTES 57 SECONDS WEST, 10.00 FEET ALONG SAID EAST LINE TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88 DEGREES 50 MINUTES 50 SECONDS WEST, 621.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 01 DEGREES 09 MINUTES 10 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO WARRANTY DEED DOCUMENT NO. 2021K040010, RECORDED MAY 24, 2021.

CONTAINING 9,170,721 SQUARE FEET OR 210.5308 ACRES.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-243

APPROVING THE KANE COUNTY 5-YEAR FY2026-2030 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the Illinois Highway Code (605 ILCS 5/5-301) requires the County Engineer of Kane County to annually update the County's 20-year long-range transportation plan with an updated list of anticipated projects within the next 5 years, which is referred to as the 5-Year Transportation Improvement Program (TIP); and

WHEREAS, pursuant to Kane County Resolution No. 21-255, the Kane County Board adopted the 2050 Kane County Long Range Transportation Plan, which is a comprehensive plan that identifies major multi-modal transportation projects that respond to existing transportation deficiencies and projected development trends, provides guidance for transportation decisions and cooperative planning, increases system efficiency and personal mobility, and identifies financial resources to implement transportation projects; and

WHEREAS, proper management of the Kane County transportation system requires multi-year planning to address the demand for new and improved transportation facilities and to properly address the safety and maintenance of existing transportation infrastructure; and

WHEREAS, the FY2026-2030 Transportation Improvement Program is a working document that provides a list of the major transportation improvements anticipated within the next 5 years and also serves as the annual update of the 2050 Kane County Long Range Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the attached Kane County FY2026-2030 Transportation Improvement Program is hereby approved and shall serve as the yearly update to the adopted 2050 Kane County Long Range Transportation Plan

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Kane County 5-Year FY2026-2030 Transportation Improvement Program (TIP)

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Pursuant to State Statute 605 ILCS 5/5-301, the County is required to consider on an annual basis a Five-Year Transportation Improvement Program. As part of the County's long-range planning efforts, the County considers a listing of anticipated improvements and estimated costs within the next five years. This Five-Year financial plan is referred to as Kane County's Five-Year Transportation Improvement Program (TIP).

The initial list of projects for FY2026-2030 was presented to the Transportation Committee on March 16th for review and comment. The list of over 150 projects are at various stages of planning, design, land acquisition, construction and final invoicing. The TIP also reflects the previous direction of the County Board by utilizing the adopted FY2026 Transportation Budget and the currently approved Kane County FY2025-2029 TIP. Due to funding constraints, no new projects are being added to the funded program except for appropriate maintenance projects and a couple of safety projects which recently received some federal HSIP safety funding.

The final TIP document for approval is included in the agenda materials. Current project estimates of the County's cost share for the 5-Year FY2026-2030 TIP is about $596.4 Million with about $198.2M in the FY2030/Multi-Year in the planning, Phase I engineering stages, and construction at 5-10 years out if funds become available. Approximately 67% or $398.2M of the projects are current obligations or required due to safety, maintenance, agreements, and federal funding commitments. Here is a breakdown of project types:

Expansion Projects ~ 47.4% of program (Bunker Ext., Randall intersections, etc.)
Modernization / Safety Projects ~ 16.4% of program (signals, turn lanes, etc.)
Multi-modal Projects ~ 4.5% of program (bicycle, pedestrian, Ride In Kane)
Preservation (Maintenance) Projects ~ 31.7% of program (bridges, pavements, etc.)

The FY2026-2030 TIP is a working document and will be updated throughout the year to address programming changes such as cost estimate changes and grant awards.

Staff recommends approval.

KDOT

KANE COUNTY DIVISION OF TRANSPORTATION

FY2026-2030
Proposed Transportation Improvement Program (TIP) & 5-Year Financial Plan

April 21, 2026

General FY2026-2030 TIP Information

- Required by State Statute 605 ILCS 5/5-301 (5-YR Program)
- Working Document of Full 5-YR Financial Plan ~ $690.3M
- Operations (13.6% of Financial Plan) ~$93.9M
- Transportation Improvement Projects (86.4%) ~$596.4M
  - ~67% of project costs ($398.2M) are obligations from existing contracts or are due to roadway & bridge maintenance, agreement obligations, safety, and completing federal/state funded projects
  - ~33% ($198.2M) – multi-year projects subject to funding availability - On-Hold or Phase 1 Engineering Only
  - No new projects except required maintenance & selected safety enhancements as funding is available – saying NO to public and municipal requests

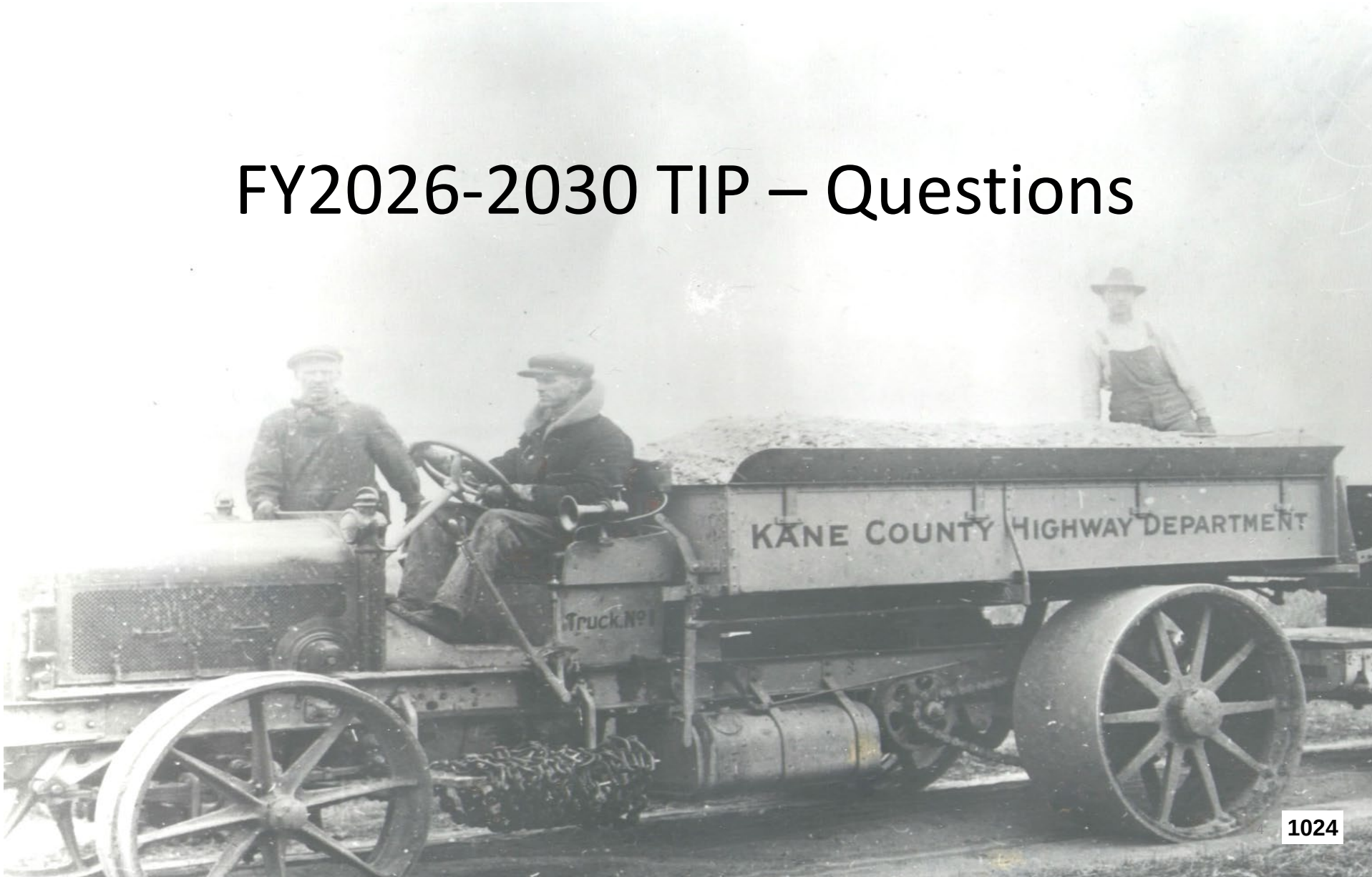
Projects Placed Partially or Fully On-Hold

- New Bicycle / Pedestrian Accommodations - Various Requests – All CB Districts
- Bowes, Corron, and Nesler Roads (Feasibility/Phase I Eng Only) – IF Funds – CB District 14
- Burlington Road Bicycle Accommodations (multi-year) – CB District 15
- Daubmerman / Meredith Alignment (Feasibility Study Only) – CB District 5
- Fabyan Parkway at Route 31 Safety Improvements (Phase I Eng / ROW Only) – CB District 11
- French Road / Harmony Road Extension (Phase I Eng / ROW Only) – CB District 9
- Hughes Road Realignment at Fabyan Parkway (multi-year) – CB District 18
- Huntley Road – Randall to Sleepy Hollow (multi-year) – CB District 21 & 23
- Randall Road at Highland Intersection (Phase I Eng Only) – CB District 19 & 22
- Randall Road at Huntley Road Safety Improvements (multi-year) – CB District 21 & 23
- Randall Road at US 20 (Phase I Eng / Bridge Replacement Required) – CB District 22
- Randall at I-90 Interchange (Phase I Eng / Bridge Replacement Required) – CB District 19 & 21
- Randall at Keslinger Road (Phase I Eng / Bridge Replacement Required) – CB District 11 & 13
- Randall Multi-Modal Corridor Bike / Ped Safety (Phase I Eng / Eval) – CB District 19, 21, 22 & 23
- Randall Road at Prairie Street (Phase I Eng Only) – CB District 13
- Tyrrell Road - Raymond Drive to Mason Road (Phase I & II Eng / multi-year) – CB District 19 & 21

TIP Provides Preview of FY2027 Budget - Highlights

- ✓ **KDOT staff is currently entering proposed FY2027 Budget**
- ✓ **Forecasted FY2027 Obligations (TIP) – Operations & Projects ~$131.9M**
- ✓ **As KDOT annually develops a multi-year program budget, the Final FY27 Budget will need to account for estimated FY26 carryovers into FY27 and for FY27 appropriations that will likely be carried over into FY28**
- ✓ **No General Revenue Funds – All Special Revenue / Grant Funds**
- ✓ **Property tax levy – No Increase** – General Fund Receiving All Levy Increases
- ✓ **Personnel Changes – making organizational chart adjustments to address operational changes and oversight**
- ✓ **Maintenance Changes – Striping Paint Truck / Personnel Training in FY2026 – FY27 anticipate significant cost savings annually / Building F Addition**
- ✓ **LIMITING GRANT APPLICATIONS until alternative revenue sources are found to match federal & state funds for Safety / Bike & Ped / Capacity projects**

FY2026-2030 TIP – Questions



Kane County Division of Transportation
Transportation Improvement Program
FY2026 Adopted Transportation Budget - as of 1-26-2026

--> Light Tan denotes active Purchase Orders as of 2/28/2026
--> New Project Stages In Red Placed On-hold

REVENUES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
	Line Item Name		Description		Account #	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Revenue	Property Taxes		County Highway, Bridge, & Matching Levies		30000	5,388,729	5,388,729	5,388,729	5,388,729	5,388,729	5,388,729
Revenue	Regional Transportation Authority Sales Tax - RTA		Transportation Sales Tax		30105	13,707,499	13,707,499	13,981,649	14,261,282	14,546,508	14,837,438
Revenue	Motor Fuel Tax (MFT)		State Motor Fuel tax		30140	12,400,000	12,400,000	12,648,000	12,900,960	13,158,979	13,422,159
Revenue	County Local Option Tax		County Fuel Local Option Tax (LOMFT)		30150	10,483,000	12,055,450	17,275,984	17,621,504	17,973,934	18,333,412
Revenue	Cell Tower Lease		Cell Tower Lease		30999	-	43,788	44,664	45,557	46,468	47,398
Revenue	Oversized / Overweight Moving Permits		Fees for issuing moving permits		31350	225,000	225,000	229,500	234,090	238,772	243,547
Revenue	Roadway Access Permits		Access Permit Fees		31370	350,000	350,000	357,000	364,140	371,423	378,851
Revenue	Supplemental State Distribution (MFT)		Supplemental State Distribution		33895	1,626,134	1,626,134	1,658,657	1,691,830	1,725,666	1,760,180
Revenue	Engineering Fees		Services / Engineering Fees		34640	24,000	24,000	24,000	24,000	24,000	24,000
Revenue	Sale of Various Material Fees		Sale of various materials		34650	100	100	100	100	100	100
Revenue	Impact Fees		Impact fees (3 funds - North / Central / South)		34660	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Revenue	Township Administration Fee		Fee for permit collections for townships		35340	6,954	6,954	7,093	7,235	7,380	7,527
Revenue	KDOT Planning Reimbursement		Reimbursements - CMAP - PL & ADA		37140 --> 33903	342,386	262,696	419,770	342,644	285,600	291,312
Revenue	KDOT Service Reimbursement - Federal		Reimbursements - Federal - RIK / IL47		37150 --> 33903	1,600,000	3,100,000	4,500,000	2,000,000	2,000,000	2,000,000
Revenue	KDOT Service Reimbursement - State		Reimbursements - State / DCEO		37151	1,760,000	1,760,000	-	-	-	-
Revenue	KDOT Service Reimbursement - Other		Reimbursements - TWP engineering fees, other		37152	1,260,000	60,000	60,000	60,000	60,000	60,000
Revenue	Cty Engineer Salary Reimbursemt		County Engineer Salary 50% reimbursed		37160	90,000	90,000	92,700	95,481	98,345	98,345
Revenue	Miscellaneous Reimbursement		Traffic Signal Fees, Cell Tower Fee		37900	192,317	148,529	151,500	154,530	157,620	160,773
Revenue	Investment Income		Interest		38000	3,919,780	3,919,780	2,500,000	1,500,000	1,000,000	500,000
Revenue	Auction Sales		Proceeds from auction of vehicles & equipment		38530	15,000	15,000	15,000	15,000	15,000	15,000
Revenue	Transfer from Impact Fee Funds - 558,559 & 560		Transfer to Fund 300 - 5% Admin Fee		39558, 39559 & 39560	175,000	175,000	180,250	185,658	191,227	196,964
					Total New Revenues Estimated	**57,065,899**	58,858,659	63,034,595	60,392,739	60,789,751	61,265,735
Revenue	Fund Balance Utilization (Cash-On-Hand)		Fund Utilization		39900	62,156,887	62,156,887	119,330,060	50,473,566	4,324,209	(7,211,438)
					Total Revenues & Fund Utilization (Cash-On-Hand) Estimated	**$ 119,222,786**	121,015,546	182,364,655	110,866,304	65,113,960	54,054,297

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
	Personnel					FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Operations	Salaries and Wages		Admin & Maintenance Staff - Fund 300 & 302		40000	6,784,732	6,784,732	6,954,350	7,162,981	7,377,870	7,599,206
Operations	Overtime Salaries		Admin & Maintenance Staff - Fund 300 & 302		40200	430,000	430,000	455,000	468,650	482,710	497,191
Operations	Healthcare Contribution		Admin & Maintenance Staff - Fund 300 & 302		45000	688,171	688,171	705,375	726,537	748,333	770,783
Operations	Dental Contribution		Admin & Maintenance Staff - Fund 300 & 302		45010	16,302	16,302	16,710	17,211	17,727	18,259
Operations	FICA/SS Contribution		Admin & Maintenance Staff - Fund 300 & 302		45100	544,081	544,081	557,683	574,414	591,646	609,395
Operations	IMRF Contribution		Admin & Maintenance Staff - Fund 300 & 302		45200	406,244	406,244	416,400	428,892	441,759	455,012
Operations	Teamsters Contribution		Maintenance Staff (Teamsters) - Fund 302		45410	854,568	854,568	875,932	902,210	929,276	957,155
Operations	Workers Compensation		Admin & Maintenance Staff - Fund 300 & 302		53010	122,952	122,952	126,026	129,807	133,701	137,712
					Personnel Total	**9,847,050**	**9,847,050**	**10,107,476**	**10,410,701**	**10,723,022**	**11,044,712**
	Transportation Improvements Projects (TIP)					FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Expansion	Bliss / Fabyan / Main	Completed	Phase 3 Engineering - Rebuild Funds	302	50140 (ES)	-	298,272	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Phase 3 Engineering	559	50140 (ES)	907,823	1,207,373	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Complete	Right-of-Way - UP RR	305	50140 (ES)	-	32,123	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Road Construction	305	73000 (RdCo)	4,009,881	5,100,545	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Road Construction	559	73000 (RdCo)	1,689,321	1,689,321	-	-	-	-
Expansion	Dauberman Meredith Realignment	Completed	Feasibility Study - District	305	50140 (ES)	96,059	251,948	-	-	-	6,500,000
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Road Construction + BNSF RR	305	73000 (RdCo)	2,000,000	1,000,000	8,007,789		-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Road Construction	560	73000 (RdCo)	1,000,000	4,000,000			-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Road Construction	302	73000 (RdCo)	2,171,752	2,171,752	-	-	-	-
Expansion	French Road/Harmony Road Extension (Phase 1 / ROW Only)	Underway	Phase 1 Engineering - Hampshire Request	305	50140 (ES)	700,000	700,000	1,011,364	-	-	-
Expansion	French Road/Harmony Road Extension (Phase 1 / ROW Only)	Underway	Right-of-Way	305	74010 (ROW)	-	-	-	800,000	-	22,000,000

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Phase 1 Engineering			-	-	-	-	-	800,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Phase 2 Engineering			-	-	-	-	-	900,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Phase 3 Engineering			-	-	-	-	-	2,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Road Construction			-	-	-	-	-	20,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Right-of-Way			-	-	-	-	-	2,000,000
Expansion	IL 47/US 30 at Waterpark Way to Jericho Rd (IDOT PO# TBD)	Underway	Road Construction	305	73000 (RdCo)	58,886	58,886	-	-	-	-
Expansion	IL47 PEL Widening Study - IDOT SPR Funding	Underway	Phase 1 Engineering - 100% SPR (80fed / 20state)	305	50140 (ES)	1,500,000	1,500,000	2,500,000	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Road Construction	302	73000 (RdCo)	1,694,380	1,694,379	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Road Construction	305	73000 (RdCo)	750,970	750,969	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Road Construction	558	73000 (RdCo)	112,923	112,923	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	Phase 3 Engineering	305	50140 (ES)	289,718	225,710	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	Road Construction	302	73000 (RdCo)	1,326,424	1,326,424	-	-	-	-
Expansion	Longmeadow Pkwy (C-2a) - Soil Remediation	Completed	Road Construction	305	73000 (RdCo)	2,023,782	2,023,782	-	-	-	-
Expansion	Longmeadow Pkwy (C-2b) Final Roadway Improvement	Completed	Road Construction	558	73000 (RdCo)	590,349	387,566	-	-	-	-
Expansion	Longmeadow Pkwy (C-3) - Route 25 Improvements	Completed	Road Construction	305	73000 (RdCo)	521,184	521,184	-	-	-	-
Expansion	Longmeadow Pkwy (C-5) Tree Mitigation Grow Contract	Required	Road Construction	305	73000 (RdCo)	2,200,000	265,900	500,000	500,000	500,000	500,000
Expansion	Longmeadow Pkwy (D) - IL 25 to IL 62	Completed	Road Construction	302	73000 (RdCo)	1,889,131	1,889,131	-	-	-	-
Expansion	Longmeadow Pkwy - IL 62 Drainage Repair	Underway	Phase 2 Engineering	305	50140 (ES)	-	100,000	-	-	-	-
Expansion	Longmeadow Pkwy - IL 62 Drainage Repair	Underway	Phase 3 Engineering	305	50140 (ES)	-	-	100,000	-	-	-
Expansion	Longmeadow Pkwy - IL 62 Drainage Repair	Underway	Drainage Construction	305	73000 (RdCo)	-	-	500,000	-	-	-
Expansion	Randall Road and Route 20 (Phase 1 Engineering Only)	Underway	Phase 1 Engineering	302	50140 (ES)	1,816,578	1,816,578	1,295,248	-	-	-
Expansion	Randall Road and Route 20 (Bridge Replacement Required)	Required	Phase 2 Engineering	302	50140 (ES)	-	600,000	600,000	-	-	-
Expansion	Randall Road and Route 20 (Bridge Replacement Required)	Required	Phase 3 Engineering	302	50140 (ES)	-	-		600,000	600,000	-
Expansion	Randall Road and Route 20 (Bridge Replacement Required)	Required	Bridge Construction			-	-		6,000,000	6,000,000	40,000,000
Expansion	Randall Road at Big Timber	Underway	Phase 2 Engineering	302	50140 (ES)	80,000	31,384	-	-	-	-
Expansion	Randall Road at Big Timber	Required	Phase 3 Engineering	302	50140 (ES)	400,000	400,000	830,000	400,000	-	-
Expansion	Randall Road at Big Timber	Required	Road Construction - $16.3M - $8.528M STP, $400K DCEO,	302	73000 (RdCo)	1,000,000	-	4,000,000	3,350,000	-	-
Expansion	Randall Road at Big Timber	Required	Wetland Bank Credits	302	73000 (RdCo)	200,000	-	-	-	-	-
Expansion	Randall Road at Big Timber	Required	Right-of-Way	305	74010 (ROW)	773,300	850,000	-	-	-	-
Expansion	Randall Road at Highland Intersection (Phase 1 Engineering Only)	Underway	Phase 1 Engineering	305	50140 (ES)	517,574	884,015	-	-	-	22,000,000
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Underway	Phase 2 Engineering	302	50140 (ES)	1,000,000	1,000,000	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Phase 3 Engineering - $2,599,682 INFRA	302	50140 (ES)	2,600,000	600,000	3,100,000	1,500,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Underway	Phase 2 Engineering	302	50140 (ES)	1,000,000	1,000,000	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Phase 3 Engineering - $2,599,682 INFRA	302	50140 (ES)	2,600,000	600,000	3,100,000	1,500,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Road Const. - $25M INFRA, ~$7.2M Fed, ~$12M ICC	302	73000 (RdCo)	3,000,000	3,000,000	13,000,000	10,000,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Road Construction - ComEd Relocation - $7M	305	73000 (RdCo)	4,830,525	7,000,000	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Right-of-Way	302	74010 (ROW)	1,000,000	1,000,000	-	-	-	-
Expansion	Randall Road at I-90 Interchange Improvement	Required	Phase 2 Engineering / Phase I	302	50140 (ES)	3,000,000	3,000,000	1,000,000	-	-	-
Expansion	Randall Road at I-90 Interchange Improvement	Required	Phase 3 Engineering	302	50140 (ES)	-	-	-	1,500,000	1,500,000	-
Expansion	Randall Road at I-90 Interchange Improvement	Required	Road Construction	305	73000 (RdCo)	-	-	-	15,000,000	15,000,000	-
Expansion	Randall Road at I-90 Interchange Improvement	Required	Right-of-Way	305	74010 (ROW)	250,000	250,000	250,000	-	-	-
Expansion	Randall Road at IL 72	Required	Phase 3 Engineering	558	50140 (ES)	900,000	930,037	100,000	-	-	-
Expansion	Randall Road at IL 72	Required	Road Construction - $9.5M ($7,622,700 STP)	558	73000 (RdCo)	2,395,958	3,801,581	1,000,000	-	-	-
Expansion	Randall Road at Keslinger Road (Phase 1 Engineering Only)	Required	Phase 1 Engineering (see UPRR Preservation)	305	50140 (ES)	800,000	800,000	-	-	-	5,800,000
Expansion	Randall Road at Prairie Street (Phase 1 Engineering Only)	-	Phase 1 Engineering - St. Charles Request			-	-	-	-	-	6,000,000
Modernization /	Allen Road Safety Project - HSIP	Underway	Phase 1 & 2 Engineering	305	50140 (ES)	-	299,660	300,000	-	-	-
Modernization /	Allen Road Safety Project - HSIP	Required	Phase 3 Engineering	305	50140 (ES)	-	-	-	200,000	-	-
Modernization /	Allen Road Safety Project - HSIP	Required	Road Construction	305	73000 (RdCo)	-	-	-	2,000,000	-	-
Modernization /	Bowes, Corron, and Nesler Roads (Phase 1 Engineering Only)	-	Phase 1 Engineering	559	50140 (ES)	-	-	750,000	750,000		18,000,000
Modernization /	Burlington Road at Silver Glen Road Safety Improvements	Required	Phase 1 Engineering	302	50140 (ES)	300,000	379,682	-	-	-	-
Modernization /	Burlington Road at Silver Glen Road Safety Improvements	Required	Phase 2 Engineering	302	50140 (ES)	-	-	248,000	248,000	-	-
Modernization /	Burlington Road at Silver Glen Road Safety Improvements	Required	Phase 3 Engineering	302	50140 (ES)	-	-	-	-	300,000	-
Modernization /	Burlington Road at Silver Glen Road Safety Improvements	Required	Road Construction	302	73000 (RdCo)	-	-	-	-	3,000,000	-
Modernization /	Burlington Road at Silver Glen Road Safety Improvements	Required	Right-of-Way	302	74010 (ROW)	-	-	200,000	200,000	-	-
Modernization /	Fabyan Parkway at IL 31 (Safety Project)	Completed	Road Construction	305	73000 (RdCo)	83,929	83,929	-	-	-	-
Modernization /	Fabyan Parkway at Route 31 Safety Improvements	Underway	Phase 1 Engineering	302	50140 (ES)	1,300,000	1,374,847	-	-	-	-
Modernization /	Fabyan Parkway at Route 31 Safety Improvements	IDOT?	Phase 2 Engineering			-	-	-	-	-	1,300,000
Modernization /	Fabyan Parkway at Route 31 Safety Improvements	IDOT?	Phase 3 Engineering			-	-	-	-	-	1,750,000
Modernization /	Fabyan Parkway at Route 31 Safety Improvements	IDOT?	Road Construction			-	-	-	-	-	17,500,000
Modernization /	Fabyan Parkway at Route 31 Safety Improvements	IDOT?	Right-of-Way			-	-	-	-	-	1,000,000

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Modernization /	Fabyan Parkway at Settler's Hill Kingsland Dr	Underway	Phase 1 & 2 Engineering - KCFPD	305	50140 (ES)	100,000	199,386	-	-	-	-
Modernization /	Fabyan Parkway at Settler's Hill Kingsland Dr	Required	Phase 3 Engineering	305	50140 (ES)	50,000	50,000	50,000	-	-	-
Modernization /	Fabyan Parkway at Settler's Hill Kingsland Dr	Required	Road Construction	305	73000 (RdCo)	-	-	850,000	-	-	-
Modernization /	Fabyan Parkway at Settler's Hill Kingsland Dr	Required	Right-of-Way	305	74010 (ROW)	150,000	100,000	-	-	-	-
Modernization /	Fabyan Parkway at Wenmoth Road	Underway	Phase 1/2 Engineering	300	50140 (ES)	41,984	41,984	-	-	-	-
Modernization /	Fabyan Parkway at Wenmoth Road	Underway	Phase 2 Engineering	560	50140 (ES)	38,957	38,957	-	-	-	-
Modernization /	Fabyan Parkway at Wenmoth Road	Required	Phase 3 Engineering	560	50140 (ES)	125,000	-	125,000	-	-	-
Modernization /	Fabyan Parkway at Wenmoth Road	Required	Road Construction	560	73000 (RdCo)	1,250,000	-	1,250,000	-	-	-
Modernization /	Fabyan Parkway at Wenmoth Road	Required	Right-of-Way	560	74010 (ROW)	50,000	50,000	-	-	-	-
Modernization /	Galligan Road - Freeman Road to Binnie Road	Underway	Phase 1 Engineering	305	50140 (ES)	-	1,577	-	-	-	-
Modernization /	Galligan Road - Freeman Road to Binnie Road	Required	Phase 2 Engineering	558	50140 (ES)	600,000	600,000	772,827	-	-	-
Modernization /	Galligan Road - Freeman Road to Binnie Road	Required	Phase 3 Engineering	558	50140 (ES)	-	-	500,000	579,100	-	-
Modernization /	Galligan Road - Freeman Road to Binnie Road	Required	Road Construction - $10,791,000 / $2.5M STP?	558	73000 (RdCo)	-	-	4,000,000	4,291,000	-	-
Modernization /	Galligan Road - Freeman Road to Binnie Road	Required	Right-of-Way	305	74010 (ROW)	750,000	750,000	-	-	-	-
Modernization /	Hughes Road Realignment at Fabyan Parkway	-	Phase 1 &2 Engineering / ROW / Const…			-	-	-	-	-	3,000,000
Modernization /	Intersection Safety/Operational Projects - New Starts	-	Phase 1 Engineering	305	50140 (ES)	-	-	200,000	200,000	200,000	200,000
Modernization /	Kirk Road at Douglas - Aldi 24-00377-01-CH	Required	Phase 3 Engineering - $194,906 (50% EDP / 50% Aldi)	305	50140 (ES)	160,000	194,906	-	-	-	-
Modernization /	Kirk Road at Douglas - Aldi 24-00377-01-CH	Required	Road Construction - $2,087,000 (50% EDP / 50% Aldi)	305	73000 (RdCo)	1,600,000	1,334,563	-	-	-	-
Modernization /	Main Street Road at Wenmoth Road	Underway	Phase 2 Engineering	300	50140 (ES)	10,000	29,834	-	-	-	-
Modernization /	Main Street Road at Wenmoth Road	Required	Phase 3 Engineering	560	50140 (ES)	75,000	75,000	-	-	-	-
Modernization /	Main Street Road at Wenmoth Road	Required	Right-of-Way	560	74010 (ROW)	25,000	25,000	-	-	-	-
Modernization /	Main Street Road at Wenmoth Road	Required	Road Construction	560	73000 (RdCo)	750,000	750,000	-	-	-	-
Modernization /	Montgomery Road at Howell Pl	Underway	Phase 1 & 2 Engineering	305	50140 (ES)	171,087	480,598	-	-	-	-
Modernization /	Montgomery Road at Howell Pl	Required	Phase 3 Engineering	560	50140 (ES)	-	-	290,000	-	-	-
Modernization /	Montgomery Road at Howell Pl	Required	Road Construction	560	73000 (RdCo)	-	-	2,900,000	-	-	-
Modernization /	Montgomery Road at Howell Pl	Required	Right-of-Way	560	74010 (RdCo)	100,000	100,000	-	-	-	-
Modernization /	Orchard Road - Jericho to US30 HSIP	Completed	Road Construction	305	73000 (RdCo)	17,451	17,451	-	-	-	-
Modernization /	Orchard Road at US30 Intersection Improvements	Completed	Road Construction	302	73000 (RdCo)	1,193,147	1,193,147	-	-	-	-
Modernization /	Plank Road - County Line Rd to Engel Road HSIP	Underway	Phase 2 Engineering	305	50140 (ES)	471,120	337,245	-	-	-	-
Modernization /	Plank Road - County Line Rd to Engel Road HSIP	Required	Phase 3 Engineering	305	50140 (ES)	-	-	140,000	-	-	-
Modernization /	Plank Road - County Line Rd to Engel Road HSIP	Required	Road Construction - $750,000 HSIP	305	73000 (RdCo)	-	-	669,662	-	-	-
Modernization /	Plank Road - County Line Rd to Engel Road HSIP	Required	Right-of-Way	305	74010 (ROW)	100,000	100,000	-	-	-	-
Modernization /	Plank Road - Engel to Waughon HSIP	Underway	Phase 3 Engineering	302	50140 (ES)	-	24,019	-	-	-	-
Modernization /	Plank Road - Engel to Waughon HSIP	Underway	Road Construction - $1,318,500 HSIP	302	73000 (RdCo)	218,427	580,843	-	-	-	-
Modernization /	Plank Road - Romke to Brier Hill Road HSIP	Underway	Phase 2 Engineering	305	50140 (ES)	150,000	325,153	-	-	-	-
Modernization /	Plank Road - Romke to Brier Hill Road HSIP	Required	Phase 3 Engineering	302	50140 (ES)	383,000	-	383,000	-	-	-
Modernization /	Plank Road - Romke to Brier Hill Road HSIP	Required	Road Construction - $1,558,214 HSIP	302	73000 (RdCo)	100,000	-	100,000	-	-	-
Modernization /	Plank Road - Romke to Brier Hill Road HSIP	Required	Right-of-Way	305	74010 (ROW)	100,000	100,000	-	-	-	-
Modernization /	Randall Road at Huntley Road	-	Phase 1 Engineering			-	-	-	-	-	1,000,000
Modernization /	Randall Road at Huntley Road	-	Phase 2 Engineering			-	-	-	-	-	700,000
Modernization /	Randall Road at Huntley Road	-	Phase 3 Engineering			-	-	-	-	-	500,000
Modernization /	Randall Road at Huntley Road	-	Road Construction			-	-	-	-	-	5,000,000
Modernization /	Randall Road at Huntley Road	-	Right-of-Way			-	-	-	-	-	500,000
Modernization /	Randall Road at Weld US20 Ramp	Completed	Road Construction	305	73000 (RdCo)	844,576	844,576	-	-	-	-
Modernization /	Recessed Reflective Pavement Marker HSIP	Required	Road Construction - $535,113 HSIP	305	73000 (RdCo)	65,435	28,769	-	-	-	-
Modernization /	Recessed Reflective Pavement Marker HSIP - Part 2	Underway	Road Construction - $655,875 HSIP	305	73000 (RdCo)	-	-	75,000	-	-	-
Modernization /	Recessed Reflective Pavement Marker HSIP - Part 2	Underway	Phase 3 Engineering	305	73000 (RdCo)	-	-	66,250	-	-	-
Modernization /	Rural Curve Improvement HSIP	Required	Phase 2 Engineering	302	50140 (ES)	79,562	79,562	-	-	-	
Modernization /	Rural Curve Improvement HSIP	Required	Phase 1 & 2 Engineering	305	50140 (ES)	-	124,841	-	-	-	-
Modernization /	Rural Curve Improvement HSIP	Required	Phase 3 Engineering	302	50140 (ES)	-	-	100,000	-	-	-
Modernization /	Rural Curve Improvement HSIP	Required	Road Construction - $895,078 HSIP	302	73000 (RdCo)	-	-	100,000	-	-	-
Modernization /	Signal System Communication Redundancy	Underway	Phase 2 Engineering	305	50140 (ES)	130,000	130,000	-	-	-	-
Modernization /	Signal System Communication Redundancy	Underway	Road Construction	305	73000 (RdCo)	1,271,622	1,271,622	-	-	-	-
Modernization /	Stearns 5A at Randall	Completed	Road Construction	305	73000 (RdCo)	340,904	340,904	-	-	-	-
Modernization /	Tyrrell Road - Raymond Drive to Mason Road	Underway	Phase 1 Engineering	305	50140 (ES)	453,041	261,913	-	-	-	-
Modernization /	Tyrrell Road - Raymond Drive to Mason Road	Evaluating	Phase 2 Engineering	305	50140 (ES)	-	-	100,000	500,000	-	-
Modernization /	Tyrrell Road - Raymond Drive to Mason Road	Evaluating	Phase 3 Engineering			-	-	-	-	-	600,000
Modernization /	Tyrrell Road - Raymond Drive to Mason Road	Evaluating	Road Construction - $6.5M ($2.5M STP?)			-	-	-	-	-	6,500,000
Modernization /	Tyrrell Road - Raymond Drive to Mason Road	Evaluating	Right-of-Way	305	74010 (ROW)	-	-	-	500,000	-	-

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Multi-Modal	Bicycle / Pedestrian Accommodations - Various Requests	-	Phase 1 & 2 Engineering / ROW / Construction			-	-	-	-	-	5,000,000
Multi-Modal	Burlington Road Bicycle Accommodation	-	Phase 1 & 2 Engineering			-	-	-	-	-	300,000
Multi-Modal	Burlington Road Bicycle Accommodation	-	Phase 3 Engineering			-	-	-	-	-	153,000
Multi-Modal	Burlington Road Bicycle Accommodation	-	Road Construction			-	-	-	-	-	1,530,000
Multi-Modal	Burlington Road Bicycle Accommodation	-	Right-of-Way			-	-	-	-	-	50,000
Multi-Modal	Montgomery Rd Virgil Gilman HSIP	Completed	Road Construction	302	73000 (RdCo)	24,327	24,326	-	-	-	-
Multi-Modal	Pedestrian Federally Required ADA Improvements	Required	Engineering	302	50140 (ES)	-	-	250,000	50,000	50,000	50,000
Multi-Modal	Pedestrian Federally Required ADA Improvements	Evaluating	Road Construction	305	73000 (RdCo)	-	-	250,000	250,000	250,000	250,000
Multi-Modal	Randall Road Multi-Modal Corridor Study - Safety	Underway	Feasibility Study	305	50140 (ES)	250,000	201,156	-	-	-	-
Multi-Modal	Randall Road Multi-Modal Corridor Study - Safety	Underway	Phase 1 Engineering	305	50140 (ES)	400,000	400,000	-	-	-	-
Multi-Modal	Randall Road Multi-Modal Corridor Study - Safety	Evaluating	Phase 2 Engineering	305	50140 (ES)	-	-	400,000	-	-	-
Multi-Modal	Randall Road Multi-Modal Corridor Study - Safety	Evaluating	Phase 3 Engineering	305	50140 (ES)	-	-	-	150,000	-	500,000
Multi-Modal	Randall Road Multi-Modal Corridor Study - Safety	Evaluating	Road Construction	305	73000 (RdCo)	-	-	-	1,500,000	-	5,000,000
Multi-Modal	Randall Road Multi-Modal Corridor Study - Safety	Evaluating	Right-of-Way	305	74010 (ROW)	250,000	250,000	-	-	-	-
Multi-Modal	Ride in Kane ParaTransit Services	Underway	Ride In Kane ParaTransit - 5310 Funds & Pace	305	55010 (ExGr)	3,180,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Preservation	Asset Management Plan	Required	Engineering Services	304	50140 (ES)	200,000	243,672	200,000	200,000	200,000	200,000
Preservation	Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint	Required	Phase 2 Engineering	304	50140 (ES)	5,000	5,000	-	-	-	-
Preservation	Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	Big Timber Road over Tyler Creek Maintenance (045-3157)	Required	Phase 2 Engineering	304	50140 (ES)	10,000	10,000	-	-	-	-
Preservation	Big Timber Road over Tyler Creek Maintenance (045-3157)	Required	Bridge Maintenance	304	52040 (R&M-Br)	40,000	40,000	-	-	-	-
Preservation	Bliss Road over Blackberry Creek Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	5,000	5,000	-	-	-	-
Preservation	Bliss Road over Blackberry Creek Maintenance	Required	Bridge Construction	305	73010 (BrCo)	25,000	25,000	-	-	-	-
Preservation	Bliss Road over I-88 - Bundled w/Cty Line, Dauberman, Main	Required	Phase 1 Engineering	305	50140 (ES)	250,000	250,000	-	-	-	-
Preservation	Bliss Road over I-88 (045-9959) Deck Replacement	Required	Phase 2 Engineering	305	50140 (ES)	250,000	250,000	-	-	-	-
Preservation	Bliss Road over I-88 (045-9959) Deck Replacement	Required	Phase 3 Engineering	305	50140 (ES)	-	-	500,000	-	-	-
Preservation	Bliss Road over I-88 (045-9959) Deck Replacement	Required	Bridge Construction	305	73010 (BrCo)	-	-	5,000,000	-	-	-
Preservation	Bliss Road over I-88 (045-9959) Deck Replacement	Required	Right-of-Way	305	74010 (ROW)	100,000	100,000	-	-	-	-
Preservation	Bliss Road over Lake Run	Completed	Road Construction	305	73000 (RdCo)	-	140,320	-	-	-	-
Preservation	Bridge Monitoring	Required	Engineering Services	304	50140 (ES)	50,000	50,000	50,000	50,000	50,000	50,000
Preservation	Bridge Preservation	Required	Bridge Maintenance	304	52040 (R&M-Br)	100,000	100,000	100,000	100,000	100,000	100,000
Preservation	Burlington Northern over Orchard Road (045-3152) Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	50,000	50,000	-	-	-	-
Preservation	Burlington Northern over Orchard Road (045-3152) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	200,000	200,000	-	-	-	-
Preservation	Burlington Road over Tributary to Ferson Creek - Maint	Required	Phase 2 Engineering	304	50140 (ES)	200,000	200,000	-	-	-	-
Preservation	Burlington Road over Tributary to Ferson Creek - Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	750,000	750,000	-	-	-	-
Preservation	County Line Road over I-88 - Bundled w/ Bliss, Dauberman, Main	Required	Phase 1 Engineering	305	50140 (ES)	250,000	250,000	-	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Phase 2 Engineering	305	50140 (ES)	250,000	250,000	-	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Phase 3 Engineering	305	50140 (ES)	-	-	500,000	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Bridge Construction	305	73010 (BrCo)	-	-	5,000,000	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Right-of-Way	305	74010 (ROW)	50,000	50,000	-	-	-	-
Preservation	Culvert Lining	Required	Phase 2 Engineering	304	50140 (ES)	-	-	25,000	25,000	25,000	25,000
Preservation	Culvert Lining	Required	Bridge Maintenance	304	52040 (R&M-Br)	275,000	-	250,000	250,000	250,000	250,000
Preservation	Dauberman Road over I-88 - Bundled w/ Bliss, Cty Line, Main	Required	Phase 1 Engineering	305	50140 (ES)	250,000	250,000	-	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Phase 2 Engineering	305	50140 (ES)	250,000	250,000	-	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Phase 3 Engineering	305	50140 (ES)	-	-	500,000	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Bridge Construction	305	73010 (BrCo)	-	-	5,000,000	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Right-of-Way	305	74010 (ROW)	50,000	50,000	-	-	-	-
Preservation	Engineering - On-Call Services	Underway	Phase 3 Construction Engineering - CIORBA	305	50140 (ES)	275,000	342,409	275,000	275,000	275,000	275,000
Preservation	Engineering - On-Call Services	Underway	Phase 1 & 2 Design Engineering - BLA	304	50140 (ES)	405,000	411,158	300,000	300,000	300,000	300,000
Preservation	Engineering - On-Call Services	Underway	Traffic Safety Engineering - Thomas	304	50140 (ES)	250,000	444,067	250,000	250,000	250,000	250,000
Preservation	Engineering - On-Call Services	Underway	Environmental Engineering - Huff & Huff	305	50140 (ES)	155,254	322,898	100,000	100,000	100,000	100,000
Preservation	Engineering - On-Call Services	Underway	Environmental Engineering - Huff & Huff	305	50140 (ES)	-	35,254	-	-	-	-
Preservation	Engineering - On-Call Services	Underway	On-Call - Environmental Engineering - V3	305	50140 (ES)	150,000	346,817	-	-	-	-
Preservation	Engineering - On-Call Services	Underway	Land Survey Professional Services - HLR	300	50140 (ES)	100,000	177,640	100,000	100,000	100,000	100,000
Preservation	Engineering - On-Call Services	Underway	Material Testing Services - STATE	300	50140 (ES)	150,000	140,072	150,000	150,000	150,000	150,000
Preservation	Engineering - On-Call Services	Required	Design Program Services	305	50140 (ES)	600,000	600,000	600,000	600,000	600,000	600,000
Preservation	Engineering - On-Call Services	Required	Construction Engineering Services	300	50140 (ES)	150,000	150,000	150,000	150,000	150,000	150,000
Preservation	Engineering - On-Call Services	Required	Traffic Operations Engineering Services	300	50140 (ES)	300,000	300,000	300,000	300,000	300,000	300,000
Preservation	Engineering - On-Call Services	Required	Permit Engineering Services	300	50140 (ES)	270,000	270,000	270,000	270,000	270,000	270,000
Preservation	Engineering - On-Call Services	Required	Utility Permit Review Services	300	50140 (ES)	50,000	50,000	50,000	50,000	50,000	50,000

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Preservation	Fabyan Parkway over Mill Creek Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	10,000	10,000	-	-	-	-
Preservation	Fabyan Parkway over Mill Creek Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	40,000	40,000	-	-	-	-
Preservation	Fletcher Drive over Tyler Creek (045-3025) Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	10,000	10,000	-	-	-	-
Preservation	Fletcher Drive over Tyler Creek (045-3025) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	80,000	80,000	-	-	-	-
Preservation	French Road over Burlington Creek - Maint (045-3072)	Required	Phase 2 Engineering	304	50140 (ES)	10,000	10,000	-	-	-	-
Preservation	French Road over Burlington Creek - Maint (045-3072)	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	GIS Technologies	Underway	Professional Services	300	50150 (Contr/Cons)	75,000	122,367	75,000	75,000	75,000	75,000
Preservation	Granart Rd over Big Rock Creek Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	5,000	5,000	-	-	-	-
Preservation	Guardrail	Required	Phase 2 Engineering	304	50140 (ES)	-	-	30,000	-	-	30,000
Preservation	Guardrail	Required	Road Construction	304	73000 (RdCo)	300,000	-	300,000	300,000	-	300,000
Preservation	Harmony Road over I-90 (045-9967)	Required	Phase 2 Engineering	304	50140 (ES)	20,000	20,000	-	-	-	-
Preservation	Harmony Road over I-90 (045-9967)	Required	Bridge Maintenance	304	52040 (R&M-Br)	100,000	100,000	-	-	-	-
Preservation	Harter Road over Welch Creek (045-3140) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	75,000	75,000	-	-	-	-
Preservation	Impact Fee Program	Underway	Ordinance Update	300	50150 (Contr/Cons)	300,000	248,138	-	-	-	400,000
Preservation	Jericho Road over Blackberry Creek Maint (045-3190)	Required	Phase 2 Engineering	304	50140 (ES)	5,000	5,000	-	-	-	-
Preservation	Jericho Road over Blackberry Creek Maint (045-3190)	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	5,000	5,000	-	-	-	-
Preservation	Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	Phase 2 Engineering - $1,185,952 STP-Br	302	50140 (ES)	-	150,585	60,000	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	UP RR Review Costs	302	50140 (ES)	103,046	100,118	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Phase 3 Engineering - $1,886,400 - Fed Bridge Local	302	50140 (ES)	1,500,000	1,506,431	2,000,000	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	Review	302	50140 (ES)	-	156,185	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Bridge Construction - $40.4M with $24,608,000 Fed	302	73010 (BrCo)	500,000	500,000	10,000,000	5,292,000	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Right-of-Way	302	74010 (ROW)	500,000	477,500	-	-	-	-
Preservation	LaFox Rd over Mill Creek (South Crossing) Maint	Required	Phase 2 Engineering	304	50140 (ES)	5,000	5,000	-	-	-	-
Preservation	LaFox Rd over Mill Creek (South Crossing) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	15,000	15,000	-	-	-	-
Preservation	LaFox Road over Mill Creek - Maint North (045-5010)	Required	Phase 2 Engineering	304	50140 (ES)	25,000	25,000	-	-	-	-
Preservation	LaFox Road over Mill Creek - Maint North (045-5010)	Required	Bridge Maintenance	304	52040 (R&M-Br)	100,000	100,000	-	-	-	-
Preservation	LaFox Road over Mill Creek (north crossing) (045-5008) Maint	Required	Phase 2 Engineering	304	50140 (ES)	40,000	40,000	-	-	-	-
Preservation	LaFox Road over Mill Creek (north crossing) (045-5008) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	-	-	200,000	-	-	-
Preservation	Main Street over Big Rock Creek (045-3004) Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	25,000	25,000	-	-	-	-
Preservation	Main Street over Big Rock Creek (045-3004) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	100,000	100,000	-	-	-	-
Preservation	Main Street Over Blackberry Creek at IL 47	Completed	Bridge Construction	305	73010 (BrCo)	182,706	182,706	-	-	-	-
Preservation	Main Street over I-88 - Bundled w/ Bliss, Cty Line, Dauberman	Required	Phase 1 Engineering	304	50140 (ES)	250,000	250,000	-	-	-	
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Phase 2 Engineering	304	50140 (ES)	250,000	250,000	-	-	-	
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Phase 3 Engineering	304	50140 (ES)	10,000	-	500,000	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Bridge Maintenance	304	52040 (R&M-Br)	100,000	-	5,000,000	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Right-of-Way	304	74010 (ROW)	200,000	200,000	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 2 Engineering	302	50140 (ES)	130,000	130,000	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 3 Engineering	302	50140 (ES)	-	-	130,000	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Bridge Construction	302	73010 (BrCo)	-	-	1,300,000	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Right-of-Way	302	74010 (ROW)	50,000	50,000	-	-	-	-
Preservation	Meredith Road over Union Ditch 3 (045-3141) Maint	Required	Phase 2 Engineering	304	50140 (ES)	25,000	25,000	-	-	-	-
Preservation	Meredith Road over Union Ditch 3 (045-3141) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	150,000	150,000	-	-	-	-
Preservation	Network Operations & Management (NOM)	Underway	Network Ops & Mgmt - Atlas $525,000 (FY25-27)	305	50140 (ES)	175,000	269,064	220,000	230,000	240,000	260,000
Preservation	On-Call Land Title Insurance Services	Underway	Right-of-Way - Chicago Title	300	74010 (ROW)	35,000	35,000	35,000	35,000	35,000	35,000
Preservation	Orchard Road Fence Repair	Required	Road Construction	304	73000 (RdCo)	509,000	509,000	509,000	-	-	-
Preservation	Orchard Road over I-88 (045-3121) Maint	Required	Phase 2 Engineering	304	50140 (ES)	30,000	30,000	-	-	-	-
Preservation	Orchard Road over I-88 (045-3121) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	200,000	200,000	-	-	-	-
Preservation	Pavement Management System	Required	Phase 2 Engineering	304	50140 (ES)	250,000	229,064	-	-	300,000	300,000
Preservation	Pavement Marking	Required	Pavement Marking - Paint Striping	304	52070 (R&M-PvMr)	824,000	824,000	848,720	874,182	900,407	927,419
Preservation	Pavement Marking	Required	Urethane Marking (Striping)	304	52070 (R&M-PvMr)	618,000	618,000	636,540	655,636	675,305	695,564
Preservation	Pavement Marking	Required	Recessed Markers (Reflectors)	304	52070 (R&M-PvMr)	154,500	-	154,500	159,135	163,909	168,826
Preservation	Pavement Preservation - Chipseal	Underway	Pavement Preservation - Chipseal	304	52280 (R&M-Res)	815,000	123,491	500,000	500,000	500,000	500,000
Preservation	Pavement Preservation - Cracksealing	Underway	Pavement Preservation - Cracksealing	304	52050 (R&M-CS)	640,000	599,900	650,000	669,500	689,585	710,273
Preservation	Pavement Preservation - Rejuvenator	Underway	Pavement Preservation - Rejuvenator	304	52280 (R&M-Res)	800,000	514,357	800,000	824,000	848,720	874,182

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Preservation	Pavement Resurfacing	Underway	Resurfacing	302	52280 (R&M-Res)	6,000,000	7,787,001	7,000,000	7,000,000	7,000,000	7,000,000
Preservation	Pavement Resurfacing	Underway	Resurfacing	302	52280 (R&M-Res)	-	851,011	-	-	-	-
Preservation	Pavement Resurfacing	Underway	Resurfacing	304	52280 (R&M-Res)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Preservation	Pavement Resurfacing	Underway	Resurfacing	304	52280 (R&M-Res)	-	1,274,944	-	-	-	-
Preservation	Pavement Resurfacing	Underway	Resurfacing	305	52280 (R&M-Res)	2,000,000	2,000,000	2,500,000	2,500,000	2,500,000	2,500,000
Preservation	Pavement Resurfacing - PCC Repair	Underway	Resurfacing - PCC Repair (Kirk)	304	52280 (R&M-Res)	-	1,158,961	-	-	-	-
Preservation	Peck & Keslinger Rd ovr UPRR Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	100,000	100,000	-	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Phase 1 Engineering	302	50140 (ES)	300,000	300,000	-	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Phase 2 Engineering	302	50140 (ES)	-	-	300,000	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Phase 3 Engineering	302	50140 (ES)	-	-	-	300,000	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Bridge Construction	302	73010 (BrCo)	-	-	-	3,000,000	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Right-of-Way	302	74010 (ROW)	-	-	50,000	-	-	-
Preservation	Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543)	Required	Phase 2 Engineering	304	50140 (ES)	5,000	5,000	-	-	-	-
Preservation	Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543)	Required	Bridge Maintenance	304	52040 (R&M-Br)	20,000	20,000	-	-	-	-
Preservation	Plank Road over Pingree Creek (045-3155) Maint	Required	Phase 2 Engineering	304	50140 (ES)	10,000	10,000	-	-	-	-
Preservation	Plank Road over Pingree Creek (045-3155) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	50,000	50,000	-	-	-	-
Preservation	Planning - Safety Action & Other Plans (CMAP / Federal)	Required	Planning Area Studies	300	50150 (Contr/Cons)	100,000	104,500	100,000	100,000	100,000	100,000
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Phase 1 Engineering	302	50140 (ES)	300,000	300,000	-	-	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Phase 2 Engineering	302	50140 (ES)	-	-	300,000	-	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Phase 3 Engineering	302	50140 (ES)	-	-	-	300,000	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Bridge Construction	302	73010 (BrCo)	-	-	-	3,000,000	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Right-of-Way	302	74010 (ROW)	75,000	75,000	75,000	-	-	-
Preservation	Randall Road over Ferson Creek (045-3027) Maintenance	Required	Phase 2 Engineering	304	50140 (ES)	20,000	20,000	-	-	-	-
Preservation	Randall Road over Ferson Creek (045-3027) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	200,000	200,000	-	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	Phase 2 Engineering	302	50140 (ES)	30,000	30,000	-	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	Phase 3 Engineering	304	50140 (ES)	30,000	30,000	-	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	Bridge Maintenance	304	52040 (R&M-Br)	300,000	300,000	-	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	Phase 2 Engineering	304	50140 (ES)	30,000	30,000	-	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	Phase 3 Engineering	304	50140 (ES)	30,000	30,000	-	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	300,000	300,000	-	-	-	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Phase 1 Engineering	302	50140 (ES)	-	1,600,000	196,828	-	-	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Phase 2 Engineering	302	50140 (ES)	-	-	-	800,000	800,000	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Phase 3 Engineering	302	50140 (ES)	-	-	-	-	-	800,000
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Bridge Construction	302	73010 (BrCo)	-	-	-	-	-	8,000,000
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Right-of-Way	302	74010 (ROW)	-	-	-	200,000	200,000	-
Preservation	Randall Road over UPRR Maint	Required	Phase 3 Engineering	305	50140 (ES)	20,000	20,000	-	-	-	-
Preservation	Randall Road over UPRR Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	200,000	200,000	-	-	-	-
Preservation	Randall Road over US20 (045-0060) Maint	Required	Phase 2 Engineering	305	50140 (ES)	20,000	20,000	-	-	-	-
Preservation	Randall Road over US20 (045-0060) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	200,000	200,000	-	-	-	-
Preservation	Stearns Road EB over N. Arm of Brewster Creek (045-3167)	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	Stearns Road over the Fox River (045-3166)	Required	Bridge Maintenance	304	52040 (R&M-Br)	50,000	50,000	-	-	-	-
Preservation	Stearns Road WB over Trib of Brewster Creek (045-3165) Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	Structural / Bridge Inspections	Required	Bridge Inspection - $475K + $50K	304	52100 (R&M-BrIn)	238,000	518,038	600,000	600,000	600,000	600,000
Preservation	Structural / Bridge Inspections	Required	Bridge Inspection - $475K + $50K	301	52100 (R&M-BrIn)	312,457	279,698	-	-	-	-
Preservation	Tanner Road over Lake Run Creek Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	25,000	25,000	-	-	-	-
Preservation	Traffic Engineering Assistance	Underway	Miovision Traffic Count Services	304	50140 (ES)	15,000	15,000	15,000	15,000	15,000	15,000
Preservation	Traffic Engineering Assistance	Underway	On-Call Traffic Safety	304	50140 (ES)	150,000	150,000	150,000	150,000	150,000	150,000
Preservation	Traffic Engineering Assistance	Underway	Traffic Data Collection	304	50140 (ES)	150,000	150,000	-	150,000	-	150,000
Preservation	Traffic Signal & Light Maintenance	Underway	Traffic Signal Maintenance - EMC Contract	304	52090	2,000,000	2,881,499	2,000,000	2,000,000	2,000,000	2,100,000
Preservation	Traffic Signal and Roadway Lighting Equipment	Underway	Road Construction	304	73000 (RdCo)	250,000	250,000	250,000	250,000	250,000	250,000
Preservation	Traffic Signal Management Operation Services (TSMO)	Underway	TSMO Services - Final Bdgt $2,415,000	305	50140 (ES)	315,000	315,000	325,000	325,000	350,000	375,000
Preservation	Tyrrell Road over I-90 (045-9906)	Required	Bridge Maintenance	304	52040 (R&M-Br)	40,000	40,000	-	-	-	-
Preservation	Walker Road over Burlington Creek Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	10,000	10,000	-	-	-	-
Preservation	Wayside Horns - UPRR & Blackberry Township	Required	Repairs and Maintenance- Roads	304	52020	-	136,961	-	-	-	-
Preservation	West County Line Road over Young's Creek - Maint	Required	Bridge Maintenance	304	52040 (R&M-Br)	80,000	80,000	-	-	-	-

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Fund #**	**Acct # - Description**	**Budget**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 1 Engineering	302	50140 (ES)	-	-	200,000	-	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 2 Engineering	302	50140 (ES)	-	-	-	205,000	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 3 Engineering	302	50140 (ES)	-	-	-	-	200,000	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Bridge Construction	302	73010 (BrCo)	-	-	-	-	2,000,000	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Right-of-Way	302	74010 (ROW)	-	-	-	80,000	-	-
					Transportation Improvement Program Estimated Total	**101,624,431**	**108,243,011**	**113,544,728**	**87,827,553**	**54,162,926**	**232,369,264**
	Contractual Services - Non-Projects					**FY2026**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030 / MYP**
Operations	Weatherbell Services	Required	Weatherbell Services	300	50150	-	300	300	309	318	328
Operations	Legal Services	Required	Legal Services	300	50160	78,000	78,000	78,000	80,340	82,750	82,750
Operations	Medical/Dental/Hospital Services	Required	Medical/Dental/Hospital Services	300	50210	5,000	5,000	6,000	6,180	6,365	6,556
Operations	Northeast IL Plan and Metro Srvs	Required	CMAP Contribution	300	50330	61,065	60,947	61,065	62,897	64,784	64,784
Operations	Software Licensing Cost	Required	Other - Adobe/Bluebeam/Cartegraph/Diglet/ESRI/Fleet/etc	300	50340	-	-	10,000	10,000	10,000	10,000
Operations	Software Licensing Cost	Required	Adobe Acrobat Licenses / INDesign Cloud for Teams	300	50340	950	950	950	950	950	950
Operations	Software Licensing Cost	Required	Advanced Traffic Monitoring (ATMS) - Transcore	305	50340	29,500	29,500	30,385	31,297	32,235	33,203
Operations	Software Licensing Cost	Required	Bluebeam Revu - Engineering Tool	300	50340	3,500	3,500	4,515	4,741	4,978	5,227
Operations	Software Licensing Cost	Required	Call Ticket Management - BOSS	300	50340	3,500	3,500	3,605	3,713	3,825	3,939
Operations	Software Licensing Cost	Required	Cityview - KDOT portion of County	300	50340	55,000	55,000	-	-	-	-
Operations	Software Licensing Cost	Required	Construction Project Management - Trimble	300	50340	3,000	3,000	3,150	3,308	3,473	3,647
Operations	Software Licensing Cost	Required	DoForms license - Mobile Data Collection	300	50340	3,140	3,140	3,140	3,140	3,140	3,140
Operations	Software Licensing Cost	Required	ESRI - ArcGIS Online Subscription	300	50340	5,750	6,300	6,615	6,946	7,293	7,658
Operations	Software Licensing Cost	Required	Fleet Analysis	300	50340	1,800	1,800	1,890	1,985	2,084	2,188
Operations	Software Licensing Cost	Required	Fleet Diagnostic - Snap-On Servicemaxx	300	50340	1,500	1,500	1,585	1,676	1,771	1,872
Operations	Software Licensing Cost	Required	Highway Capacity Software – Univ of Florida	300	50340	2,600	2,600	2,730	2,867	3,010	3,160
Operations	Software Licensing Cost	Required	Impact Fee Software	300	50340	50,000	50,000	10,000	10,000	10,000	10,000
Operations	Software Licensing Cost	Required	JULIE - email and annual voice transmissions	300	50340	5,500	5,500	6,000	6,180	6,365	6,556
Operations	Software Licensing Cost	Required	Laserfiche	300	50340	6,000	6,000	6,000	6,000	6,000	6,000
Operations	Software Licensing Cost	Required	Laserfiche mobile form licenses	300	50340	1,400	1,400	1,400	1,400	1,400	1,400
Operations	Software Licensing Cost	Required	Mapillary plug in for ArcGIs online	300	50340	4,800	4,800	5,040	5,292	5,557	5,834
Operations	Software Licensing Cost	Required	Microstation SELECT software subscription	300	50340	5,000	5,250	5,513	5,788	6,078	6,381
Operations	Software Licensing Cost	Required	Mini Weather Stations (Frost Solutions) - DTN	300	50340	17,000	17,000	17,850	18,743	19,680	20,664
Operations	Software Licensing Cost	Required	Nearmap	300	50340	-	1,300	1,300	1,339	1,379	1,421
Operations	Software Licensing Cost	Required	One-Drive, Miovision, Other	300	50340	7,500	7,500	7,875	8,269	8,682	9,116
Preservation	Software Licensing Cost	Required	OpenGov - Cartegraph	300	50150	62,000	127,890	114,764	120,502	126,527	132,854
Operations	Software Licensing Cost	Required	Permit Software - Accela	300	50340	26,000	26,802	28,142	29,549	31,027	32,578
Operations	Software Licensing Cost	Required	Radio Sydstem	300	50340	15,000	8,000	8,400	8,820	9,261	9,724
Operations	Software Licensing Cost	Required	Rapid Plan Traffic Control Software	300	50340	825	825	1,000	1,000	1,000	1,000
Operations	Software Licensing Cost	Required	RTA Fleet Management SoftwareAnalysis	300	50340	-	19,035	14,200	14,910	15,656	16,438
Operations	Software Licensing Cost	Required	Traffic Modeling - Synchro	300	50340	7,700	7,700	8,085	8,489	8,914	9,359
Operations	Software Licensing Cost	Required	Traffic Network Monitoring Software - SNMPc	300	50340	1,500	30,000	31,500	33,075	34,729	36,465
Operations	Software Licensing Cost	Required	Vehicle Tracking - Samsara	300	50340	30,000	30,000	31,500	33,075	34,729	36,465
Operations	Software Licensing Cost	Required	Weatherworks	300	50340	-	4,000	4,000	4,120	4,244	4,371
Operations	Security Services	Required	Security Services	300	50480	15,000	15,000	15,000	15,450	15,914	15,914
Operations	Disposal and Water Softener Srvs	Required	Waste Pick-up & Disposal / Softner	300	52000	20,000	24,000	25,200	26,460	27,783	29,172
Operations	Janitorial Services	Required	Janitorial services - Eco Clean	300	52010	45,000	45,000	45,000	46,350	47,741	47,741
Operations	Repairs and Maintenance- Roads	Required	Repairs and Maintenance- Roads	300	52020	16,987	16,987	16,987	17,497	18,022	18,022
Operations	Repairs and Maint - Buildings	Required	Building-Elevator / Roof / Garage Doors / Boiler	300	52110	91,353	91,353	91,353	94,094	96,916	96,916
Operations	Repairs and Maint - Grounds	Required	Lawn and ground maintenance	300	52120	28,000	28,000	28,000	28,840	29,705	29,705
Operations	Repairs and Maint - Copiers	Required	Copiers / Plotters / Scanners	300	52140	6,304	6,304	8,100	8,505	8,930	9,377
Operations	Repairs and Maint - Equipment	Required	Hardware, parts, inspection services for equipment	300	52160	16,500	16,500	16,500	16,995	17,505	17,505
Operations	Repairs and Maint - Vehicles	Required	Parts, repair services, maintenance for vehicles	300	52230	21,630	21,630	21,630	22,279	22,947	22,947
Operations	Repairs and Maint - Office Equipment	Required	Printer and office equipment repair	300	52240	3,684	3,684	3,684	3,795	3,908	3,908
Operations	Liability Insurance	Required	Liability Insurance	300	53000	247,331	247,331	259,397	267,179	275,195	283,450
Operations	Unemployment Claims	Required	Unemployment Claims	300	53020	3,979	2,580	2,730	2,812	2,896	2,983
Operations	General Printing	Required	Job placement ads; other general printing	300	53060	1,655	1,655	1,655	1,705	1,756	1,756
Operations	Legal Printing	Required	Legal Printing / legal notice publications	300	53070	2,060	2,060	2,060	2,122	2,185	2,185
Operations	Mapping	Required	Highway & Bike Maps	300	53080	13,390	13,390	13,390	13,792	14,205	14,205
Operations	Conferences and Meetings	Required	Conferences and Meetings	300	53100	37,080	40,000	42,000	44,100	46,305	48,620

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Fund #**	**Acct # - Description**	**Budget**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Operations	Employee Training	Required	Employee Training	300	53110	35,000	32,000	33,600	35,280	37,044	38,896
Operations	Employee Mileage Expense	Required	Employee Mileage Expense	300	53120	6,180	6,180	6,180	6,365	6,556	6,556
Operations	General Association Dues	Required	Professional / "Making Kane County Fit for Kids"	300	53130	27,662	27,662	27,662	28,492	29,347	29,347
Operations	Miscellaneous Contractual Exp	Required	Archive File Scanning	300	55000	353	353	371	389	409	429
					Contractual Services Estimated Total	**1,143,177**	**1,249,708**	**1,176,998**	**1,219,398**	**1,263,472**	**1,295,663**
	Commodities - Non-Projects					**FY2026**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030 / MYP**
Operations	Office supplies	Required	Office supplies / Bottled Water / Toilet Paper	300	60000	25,200	25,200	25,956	26,735	27,537	28,363
Operations	Operating Supplies	Required	AED & AED Pads	300	60010	12,800	33,000	33,990	35,010	36,060	37,142
Operations	Operating Supplies	Required	First aid, safety clothing, equipment and supplies	300	60010	14,338	14,338	14,768	15,211	15,668	16,138
Operations	Operating Supplies	Required	Gloves, propane, garbage bags, misc.	300	60010	5,356	5,356	5,517	5,682	5,853	6,028
Operations	Operating Supplies	Required	Tolls	300	60010	240	240	247	255	262	270
Operations	Operating Supplies	Required	Welding supplies	300	60010	3,400	3,400	3,502	3,607	3,715	3,827
Operations	Postage	Required	Postage	300	60040	300	300	309	318	328	338
Operations	Books and Subscriptions	Required	Books and Subscriptions	300	60050	1,500	1,500	1,545	1,591	1,639	1,688
Operations	Computer Hardware- Non Capital	Required	Traffic Operations Server Hardware Enhancements	300	60070	35,000	35,000	36,050	37,132	38,245	39,393
Operations	Computer Hardware- Non Capital	Required	GPS Data Collection Device	300	60070	3,000	3,000	3,090	3,183	3,278	3,377
Operations	Computer Hardware- Non Capital	Required	Computers, cables, monitors, tablets, printers	300	60070	18,000	18,000	18,540	19,096	19,669	20,259
Operations	Computer Hardware- Non Capital	Required	Miovision Scout - Video Recording Equipment	300	60070	5,000	5,000	3,000	3,090	3,183	3,278
Operations	Computer Hardware- Non Capital	Required	Trimble device	300	60070	500	500	515	530	546	563
Operations	Computer Hardware- Non Capital	Required	Video wall enhancements	300	60070	10,000	10,000	90,000	20,000	20,600	21,218
Operations	Uniform supplies	Required	Uniform supplies	304	60210	32,000	32,000	32,960	33,949	34,967	36,016
Operations	Vehicle Parts/Supplies	Required	Vehicle Parts/Supplies	304	60330	217,000	217,000	223,510	230,215	237,122	244,235
Operations	Buildings and Grounds Supplies	Required	Water treatment, paint, valves	300	60340	35,020	35,020	36,071	37,153	38,267	39,415
Operations	Equipment Parts/Supplies	Required	Equipment Parts/Supplies	304	60360	131,600	131,600	135,548	139,614	143,803	148,117
Operations	Equipment Parts/Supplies	Required	Plow Blades	304	60360	52,000	52,000	53,560	55,167	56,822	58,526
Operations	Tools	Required	Building & Grounds Supplies - Tools	304	60370	15,450	15,450	15,914	16,391	16,883	17,389
Operations	Liquid salt	Required	Liquid salt	304	60380	41,200	41,200	42,436	43,709	45,020	46,371
Operations	Rock Salt	Required	Rock Salt	304	60390	1,061,960	1,061,960	1,200,000	1,236,000	1,273,080	1,311,272
Operations	Rock salt	Required	Rock salt	304	60390	64,000	64,000	65,920	67,898	69,935	72,033
Operations	Crushed stone	Required	Crushed stone	300	60400	7,000	7,000	7,210	7,426	7,649	7,879
Operations	Culverts	Required	Culverts	304	60410	15,450	15,450	15,914	16,391	16,883	17,389
Operations	Road material	Required	Road material / Safe-Hits	304	60420	41,200	41,200	42,436	43,709	45,020	46,371
Operations	Road material	Required	Paint & beads for pavement marking	304	60420	300,000	300,000	309,000	318,270	327,818	337,653
Operations	Sign Material	Required	Sign material	300	60430	66,400	66,400	68,392	70,444	72,557	74,734
Operations	Traffic Markers & Barricades	Required	Traffic Markers & Barricades	304	60440	10,000	10,000	10,300	10,609	10,927	11,255
Operations	Utilities - Natural Gas	Required	Natural Gas	300	63000	40,000	42,000	43,260	44,558	45,895	47,271
Operations	Utilities - Electric	Required	Electric	300	63010	38,000	45,000	46,350	47,741	49,173	50,648
Operations	Utilities - Intersection Lighting	Required	Intersect Lighting	300	63020	120,000	135,000	139,050	143,222	147,518	151,944
Operations	Fuel - Vehicles	Required	Fuel - Vehicles & Equip (gas, diesel, and propane)	304	63040	300,000	300,000	325,000	334,750	344,793	355,136
Operations	Telephone	Required	Telephone	300	64000	25,750	25,750	26,523	27,318	28,138	28,982
Operations	Cellular Phone	Required	Cellular Phone	300	64010	20,600	20,600	21,218	21,855	22,510	23,185
					Commodities - Non-Capital Projects Estimated Total	**2,769,264**	**2,813,464**	**3,097,599**	**3,117,827**	**3,211,362**	**3,307,703**
	Capital - Not Including Transportaion Improvement Program (TIP)					**FY2026**	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030 / MYP**
Operations	Computer Software - Capital	Required	Automated Signal Performance Software	300	70020	-	-	35,000	36,050	37,132	38,245
Operations	Computer Software - Capital	Required	Budgeting & Forecasting (Workday - PO2024-442)	300	70020	35,000	35,000	-	-	-	-
Operations	Computer Software - Capital	Required	Permit Software - Byrne	300	70020	20,000	20,000	20,600	21,218	21,855	22,510
Operations	Communications Equipment	N/A	KDOT Radio system	300	70060	-	15,000	15,450	15,914	16,391	16,883
Operations	Automotive Equipment	Required	Veh #4 - Int. 7400 tandem V-box w/wing - 2011	304	70070	350,000	350,000	-	-	-	-
Operations	Automotive Equipment	Required	Veh #58 - Int. 7400 tandem V-box w/wing - 2011	304	70070	350,000	350,000	-	-	-	-
Operations	Automotive Equipment	Required	Veh #60 - Int. 7400 tandem V-box w/wing - 2011	304	70070	350,000	350,000	-	-	-	-
Operations	Automotive Equipment	Required	Veh #5 - Int. 7400 tandem V-box 5th whl - 2011	304	70070	350,000	350,000	-	-	-	-
Operations	Automotive Equipment	Required	Veh #47 - Ford F-250 utility box pickup - 2015	304	70070	100,000	70,405	-	-	-	-
Operations	Automotive Equipment	Required	Veh #89 - Tractor Truck - New	304	70070	225,000	225,000	-	-	-	-

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Operations	Automotive Equipment	Required	Veh #20 - INT sign truck chassis only - 2017	305	70070	-	-	375,000	-	-	-
Operations	Automotive Equipment	Required	Veh #11 - Ford F-450	305	70070	-	-	100,000	-	-	-
Operations	Automotive Equipment	Required	Veh #56 - Int. 7400 tandem V-box w/wing - New	305	70070	-	-	360,000	-	-	-
Operations	Automotive Equipment	Required	Veh #57 - Int. 7400 tandem V-box w/wing - New	305	70070	-	-	360,000	-	-	-
Operations	Automotive Equipment	Required	Veh #10 - Int. Single Axle w/ belly - New	305	70070	-	-	360,000	-	-	-
Operations	Automotive Equipment	Required	Veh #22 - Ford F-450 1-ton dump - 2027	305	70070	-	-	-	90,000	-	-
Operations	Automotive Equipment	Required	Veh #7 - Int plow/dump/wing/belly - 2016	305	70070	-	-	-	375,000	-	-
Operations	Automotive Equipment	Required	Veh #98 - Int plow/dump/wing/belly - 2016	305	70070	-	-	-	375,000	-	-
Operations	Automotive Equipment	Required	Veh #16 - Int plow/dump/wing/belly	305	70070	-	-	-	375,000	-	-
Operations	Automotive Equipment	Required	Veh #88 - Tractor Trailer Truck -	305	70070	-	-	-	250,000	-	-
Operations	Automotive Equipment	Required	Veh #21 - INT sign truck chassis only - New	305	70070	-	-	-	375,000	-	-
Operations	Automotive Equipment	Required	Veh #59 - Ford F-250	305	70070	-	-	-	-	100,000	-
Operations	Automotive Equipment	Required	Veh # - Crew Cab	305	70070	-	-	-	-	150,000	-
Operations	Automotive Equipment	Required	Veh # - Ford F-450	305	70070	-	-	-	-	200,000	-
Operations	Automotive Equipment	Required	Veh #34 - Tree Truck F-650	305	70070	-	-	-	-	650,000	-
Operations	Automotive Equipment	Required	Veh #25 - Int plow/dump/wing/belly -	305	70070	-	-	-	-	-	400,000
Operations	Automotive Equipment	Required	Veh #38 - Int plow/dump/wing/belly -	305	70070	-	-	-	-	-	400,000
Operations	Machinery and Equipment	Required	Plows	304	70110	-	21,395	25,000	25,750	26,523	27,318
Operations	Machinery and Equipment	Required	Bomber Trailer	304	70110	195,000	195,000	-	-	-	-
Operations	Machinery and Equipment	Required	Energy Abs Attenuator	304	70110	65,000	65,000	-	-	-	-
Operations	Machinery and Equipment	Required	Hot Box Patcher	304	70110	50,000	43,007	-	-	-	-
Operations	Machinery and Equipment	Required	Paint Truck - Striping	304	70110	550,000	550,000	-	-	-	-
Operations	Machinery and Equipment	Required	Wheeled Excavator	304	70110	350,000	357,463	-	-	-	-
Operations	Machinery and Equipment	Required	Gradall	305	70110	-	-	450,000	-	-	-
Operations	Machinery and Equipment	Required	Alamo boom mower - 153	305	70110	-	-	-	50,000	-	-
Operations	Machinery and Equipment	Required	Case 590 super M backhoe - 157	305	70110	-	-	-	300,000	-	-
Operations	Machinery and Equipment	Required	Imperial trailer - 101	305	70110	-	-	-	15,000	-	-
Operations	Machinery and Equipment	Required	Low Boy Trailer	305	70110	-	-	-	175,000	-	-
Operations	Machinery and Equipment	Required	Man Lift for B&G division - 182	305	70110	-	-	-	300,000	-	-
Operations	Machinery and Equipment	Required	Case Loader - 65	305	70110	-	-	-	-	600,000	-
Operations	Machinery and Equipment	Required	Gator - 111	305	70110	-	-	-	-	40,000	-
Operations	Machinery and Equipment	Required	Imperial trailer - 119	305	70110	-	-	-	-	25,000	-
Operations	Machinery and Equipment	Required	Quality trailer - 113	305	70110	-	-	-	-	25,000	-
Operations	Machinery and Equipment	Required	Sullivan air comp - 188	305	70110	-	-	-	-	25,000	-
Operations	Machinery and Equipment	Required	Sullivan air compressor - 186	305	70110	-	-	-	-	25,000	-
Operations	Machinery and Equipment	Required	Case Skidloader - 178	305	70110	-	-	-	-	-	120,000
Operations	Machinery and Equipment	Required	JD Tractor w/mower	305	70110	-	-	-	-	-	100,000
Operations	Machinery and Equipment	Required	JD Tractor w/mower	305	70110	-	-	-	-	-	100,000
Operations	Machinery and Equipment	Required	John Deere loader	305	70110	-	-	-	-	-	500,000
Operations	Machinery and Equipment	Required	Kubota mini hoe	305	70110	-	-	-	-	-	105,000
Operations	Machinery and Equipment	Required	Trail king trailer - 114	305	70110	-	-	-	-	-	113,500
Operations	Machinery and Equipment	Required	Vac /Jetter Truck	305	70110	-	-	-	-	-	1,000,000
Operations	Building Improvements	Required	Bld A doors/ Front glass	304	72010	30,000	30,000	-	-	-	-
Operations	Building Improvements	Required	Paint Building E & Fuel Island	304	72010	60,000	60,000	-	-	-	-
Operations	Building Improvements	Required	Replace Salt shed doors	304	72010	25,000	25,000	-	-	-	-
Operations	Building Improvements	Required	Replace Bld E heat/Air roof unit	305	72010	-	150,000	-	-	-	-
Operations	Building Improvements	Required	Building F addition	305	72010	-	-	1,000,000	-	-	-
Operations	Building Improvements	Required	HVAC control upgrade	305	72010	-	-	40,000	-	-	-
Operations	Building Improvements	Required	Replace lift pumps bld A	305	72010	-	-	30,000	-	-	-
Operations	Building Improvements	Required	Re-roof Bld E	305	72010	-	-	145,000	-	-	-
Operations	Building Improvements	Required	Re-roof Bld B roof	305	72010	-	-	-	500,000	-	-
Operations	Building Improvements	Required	Water Tower Evaluation	305	72010	-	-	-	20,000	-	-
Operations	Building Improvements	Required	Re-roof salt dome	305	72010	-	-	-	-	100,000	-
Operations	Building Improvements	Required	Paint Bldg B	305	72010	-	-	-	-	25,000	-
Operations	Building Improvements	Required	Replace Well pump	305	72010	-	-	-	-	50,000	-
Operations	Building Improvements	Required	Replace fuel system pump	305	72010	-	-	-	-	160,000	-

EXPENDITURES						FY2026	FY2026	FY2027	FY2028	FY2029	FY2030 / MYP
Categories	Project or Detail Name	Status	Project Phase or Other Details	Fund #	Acct # - Description	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Operations	Building Improvements	Required	Paint water tower	305	72010	-	-	-	-	-	225,000
Operations	Building Improvements	Required	Repair concrete floor BLD E	305	72010	-	-	-	-	-	300,000
Operations	Building Improvements	Required	Replace fuel electronics	305	72010	-	-	-	-	-	45,000
Operations	Building Improvements	Required	Re-Roof Building D	305	72010	-	-	-	-	-	125,000
Operations	Building Improvements	Required	Fuel Tank Eval	305	72010	-	-	-	-	-	50,000
Operations	Building Improvements	Required	Replace Fuel Tanks	305	72010	-	-	-	-	-	1,000,000
Operations	Addition to Fund Balance	N/A	Addition to Fund Balance - Fund 301 & 303 (89000)	301/302	89000	80,429	80,429	-	-	-	-
Operations	Transfers Out - to IT / GIS	Required	Transfer to County IT	302	99001	115,773	115,773	119,246	122,824	126,508	130,304
Operations	Transfers Out - to IT / GIS	Required	Transfer to County IT - Staff salary allocation	300/302	99001	202,662	202,662	208,742	215,004	221,455	228,098
Operations	Transfers Out - to SAO	Required	Legal Assistance Tranfser	300	99010	130,000	130,000	140,000	144,200	148,526	152,982
Operations	Transfers Out - to County Highway Fund 300	Required	Transfers Out - Impact Fee 5% Admin	558-560	99300	175,000	175,000	180,250	185,658	191,227	196,964
					Capital - Not Including Transportation Improvement Program (TIP) Estimated Total	3,838,864	3,966,134	3,964,288	3,966,617	2,964,616	5,396,804

	FY2026 Budget	FY2026 Forecast	FY2027 Forecast	FY2028 Forecast	FY2029 Forecast	FY2030 / MYP Forecast
FY2026 BUDGETED REVENUES	$ 119,222,786					
FY2026 BUDGETED EXPENDITURES	$ 119,222,787					
REVENUES AVAILABLE (in FY2026) - Fund Balance plus Projected New Revenue		245,449,427	182,364,655	110,866,304	65,113,960	54,054,297
EXPENDITURES INCLUDING PRIOR YEAR (FY2025) ACTIVE PURCHASE ORDERS (estimated)		126,119,367	131,891,090	106,542,095	72,325,398	253,414,146
Estimated Year End Cash on Hand for Next Fiscal Year (Available for Fund Utilization)		119,330,060	50,473,566	4,324,209	(7,211,438)	(199,359,848)

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-244

APPROVING A CONTRACT FOR CONSTRUCTION WITH SKC CONSTRUCTION, INC. OF WEST DUNDEE, ILLINOIS FOR THE 2026 KANE COUNTY PCC CRACK SEALING PROJECT, KANE COUNTY SECTION NO. 26-00000-04-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work described as:

KANE COUNTY SECTION NO. 26-00000-04-GM
2026 KANE COUNTY PCC CRACK SEALING PROJECT
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

SKC CONSTRUCTION, INC. OF WEST DUNDEE, ILLINOIS
with a low bid of
$196,648.62

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest bidder, SKC Construction, Inc. of West Dundee, Illinois in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated One Hundred Ninety-Six Thousand Six Hundred Forty-Eight and 62/100 Dollars ($196,648.62) from Motor Fuel Local Option Fund #304, Line Item #52050 (Repairs and Maint - Cracksealing) to pay for the Project.

Line Item: 304.520.524.52050
Line Item Description: Repairs and Maint - Cracksealing
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with SKC Construction, Inc. of West Dundee, Illinois for the 2026 Kane County PCC Crack Sealing Project, Kane County Section No. 26-00000-04-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $196,648.62
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 17th, two bids were opened at Kane County Division of Transportation for the above-mentioned project which includes crack sealing of various PCC roadways within Kane County in order to extend pavement life.

The lowest qualified bid of $ 196,648.62 was submitted by SKC Construction, Inc. of West Dundee, Illinois. SKC Construction, Inc. is IDOT prequalified for this work as required in the contract specifications.

Kane County Division of Transportation staff reviewed the low bid submitted to determine compliance with the Kane County Ordinance. After review of the low bid, it was determined that the bid did not meet all the requirements set forth within the Responsible Bidder Ordinance (RBO) of the Kane County Purchasing Ordinance. After completing this review, KDOT is recommending approval of the contract with SKC Construction, Inc. of West Dundee, Illinois.

This project has an anticipated completion date of July 31, 2026, weather permitting, and is funded entirely with local funds.

Staff recommends approval.

SKC CONSTRUCTION INC. • P.O. BOX 503, WEST DUNDEE, ILLINOIS 60118 • Telephone: 847/214-9800 Fax: 847/214-9032

March 11, 2026

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175.
kdotcomments@co.kane.il.us

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

SKC Construction, Inc., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

Persons owning an interest of 5% or greater:

Susan L. Bergquist 100%

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

Jeffrey K. Bergquist, President
SKC Construction, Inc.

Notarized: Nicole Marie Bergquist

Date: 3/11/26

OFFICIAL SEAL
NICOLE MARIE BERGQUIST
Notary Public, State of Illinois
Commission No. 1012428
My Commission Expires 06/23/2029

SKC CONSTRUCTION INC. • P.O. BOX 503, WEST DUNDEE, ILLINOIS 60118 • Telephone: 847/214-9800 Fax: 847/214-9032

March 17, 2026

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Re: Familial Relationship Disclosure

As of March 17, 2026, SKC Construction Inc., to the best of our knowledge, the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last twelve-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000 fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Sincerely,

Jeffrey K. Bergquist, President

Subscribed and sworn this 11th day of March, 2026.

Nicole Marie Bergquist
Notary Public

OFFICIAL SEAL
NICOLE MARIE BERGQUIST
Notary Public, State of Illinois
Commission No. 1012428
My Commission Expires 06/23/2029

Bid Result Publication Revision

Publication Type Unofficial Results

Denler

Organization Name	Denler
Bid Amount	$205,392.60
Line Items	Full
Bid Rank	2
Address	20502 cherry hill road Joliet Illinois 60433 United States

SKC Construction Inc.

APPARENT LOW BIDDER

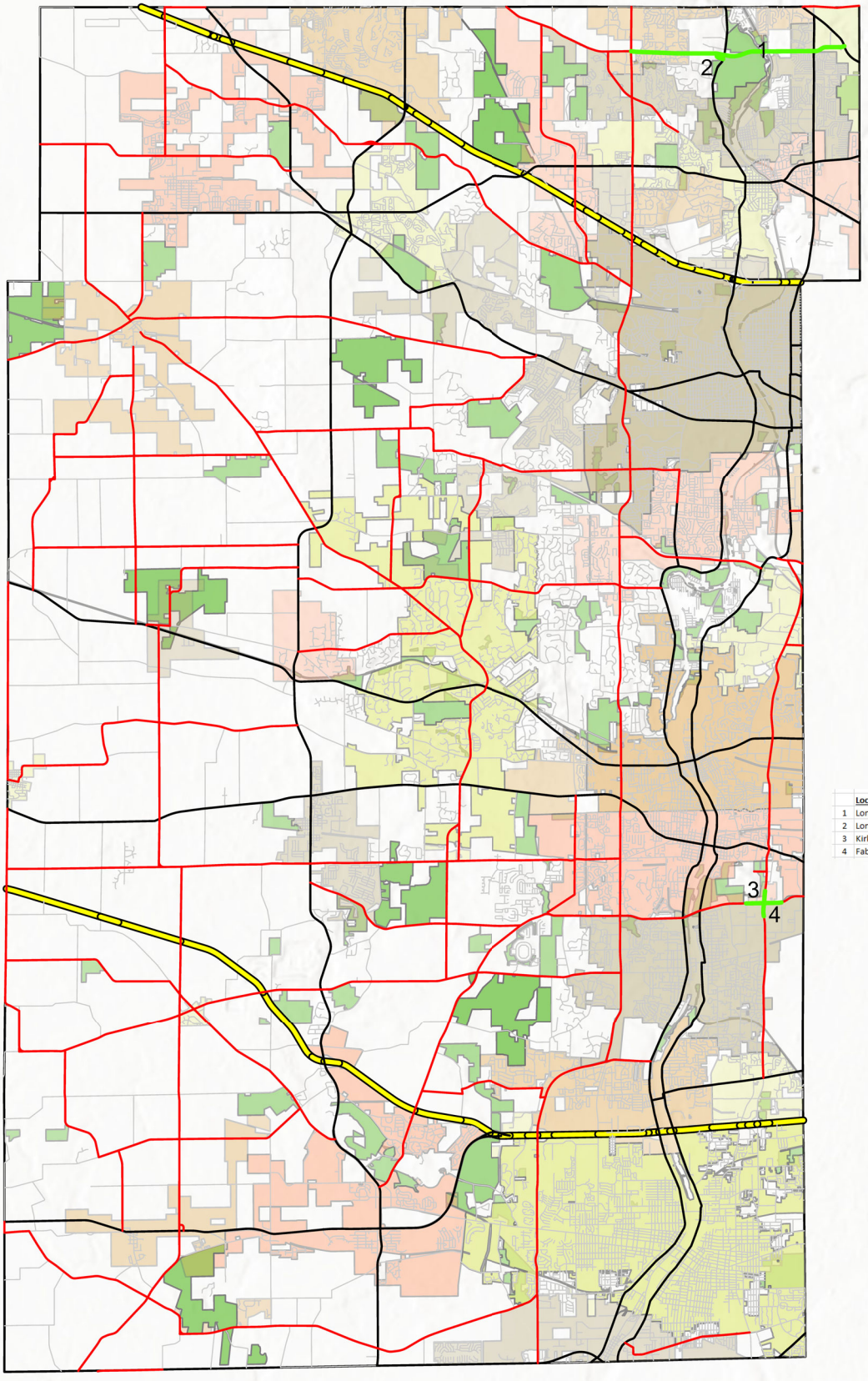
Organization Name	SKC Construction Inc.
Bid Amount	$196,648.62
Line Items	Full
Bid Rank	1
Address	P.O. Box 503 West Dundee Illinois 60118 United States

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No



N

	Location	From	To
1	Longmeadow Pkwy	Randall Road	IL Route 62
2	Longmeadow Pkwy Connector Rd	Longmeadow Pkwy	IL Route 31
3	Kirk Rd	Approx. 1,490-ft S of Fabyan Pkwy	Approx. 1,250-ft N of Fabyan Pkwy
4	Fabyan Pkwy	100-ft E of Kingsland Dr	1,675-ft E of Kirk Rd

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundry
- Township Boundry
- Fox River
- Forest Preserves
- Municipalities

Esri, NASA, NGA, USGS

Section Number 26-00000-04-GM
2026 Kane County PCC Crack Sealing

KDOT KANE COUNTY DIVISION OF 1041

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-245

APPROVING A CONTRACT FOR CONSTRUCTION WITH SKC CONSTRUCTION, INC. OF WEST DUNDEE, ILLINOIS FOR THE 2026 KANE COUNTY HMA CRACK SEALING PROJECT, KANE COUNTY SECTION NO. 26-00000-03-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work described as:

KANE COUNTY SECTION NO. 26-00000-03-GM
2026 KANE COUNTY HMA CRACK SEALING PROJECT
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

SKC CONSTRUCTION, INC. OF WEST DUNDEE, ILLINOIS
with a low bid of
$403,251.60

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest bidder, SKC Construction, Inc. of West Dundee, Illinois in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated Four Hundred Three Thousand Two Hundred Fifty-One and 60/100 Dollars ($403,251.60) from Motor Fuel Local Option Fund #304, Line Item #52050 (Repairs and Maint - Cracksealing) to pay for the Project.

Line Item: 304.520.524.52050
Line Item Description: Repairs and Maint - Cracksealing
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with SKC Construction, Inc. of West Dundee, Illinois for the 2026 Kane County HMA Crack Sealing Project, Kane County Section No. 26-00000-03-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $403,251.60
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 17th, two bids were opened at Kane County Division of Transportation for the above-mentioned project which includes crack sealing of various HMA roadways within Kane County in order to extend pavement life.

The lowest qualified bid of $ 403,251.60 was submitted by SKC Construction, Inc. of West Dundee, Illinois. SKC Construction, Inc. is IDOT prequalified for this work as required in the contract specifications.

Kane County Division of Transportation staff reviewed the low bid submitted to determine compliance with the Kane County Ordinance. After review of the low bid, it was determined that the bid did not meet all the requirements set forth within the Responsible Bidder Ordinance (RBO) of the Kane County Purchasing Ordinance. After completing this review, KDOT is recommending approval of the contract with SKC Construction, Inc. of West Dundee, Illinois.

This project has an anticipated completion date of July 31, 2026, weather permitting, and is funded entirely with local funds.

Staff recommends approval.

SKC CONSTRUCTION INC. • P.O. BOX 503, WEST DUNDEE, ILLINOIS 60118 • Telephone: 847/214-9800 Fax: 847/214-9032

March 17, 2026

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Re: 2026 HMA Crack Sealing Project
Section #26-00000-03-GM
Worker Trade Disclosures

To Whom It May Concern:

On the above-mentioned contract, we plan to employ workers in the trade of Laborer.

We will pay the required current prevailing rates published by the Illinois Department of Labor for the trade. The current rate published is $ 51.40/ hour and this is the wage rate that we would pay if the project started today.

Sincerely,

Jeffrey K. Bergquist, President
SKC Construction, Inc.

SKC CONSTRUCTION INC. • P.O. BOX 503, WEST DUNDEE, ILLINOIS 60118 • Telephone: 847/214-9800 Fax: 847/214-9032

March 11, 2026

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175.
kdotcomments@co.kane.il.us

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

SKC Construction, Inc., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

Persons owning an interest of 5% or greater:

Susan L. Bergquist 100%

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

Jeffrey K. Bergquist, President
SKC Construction, Inc.

Notarized: Nicole Marie Bergquist

Date: 3/11/26

OFFICIAL SEAL
NICOLE MARIE BERGQUIST
Notary Public, State of Illinois
Commission No. 1012428
My Commission Expires 06/23/2029

Bid Result Publication Revision

Publication Type Unofficial Results

Denler

Organization Name	Denler
Bid Amount	$435,938.25
Line Items	Full
Bid Rank	2
Address	20502 cherry hill road Joliet Illinois 60433 United States

SKC Construction Inc.

APPARENT LOW BIDDER

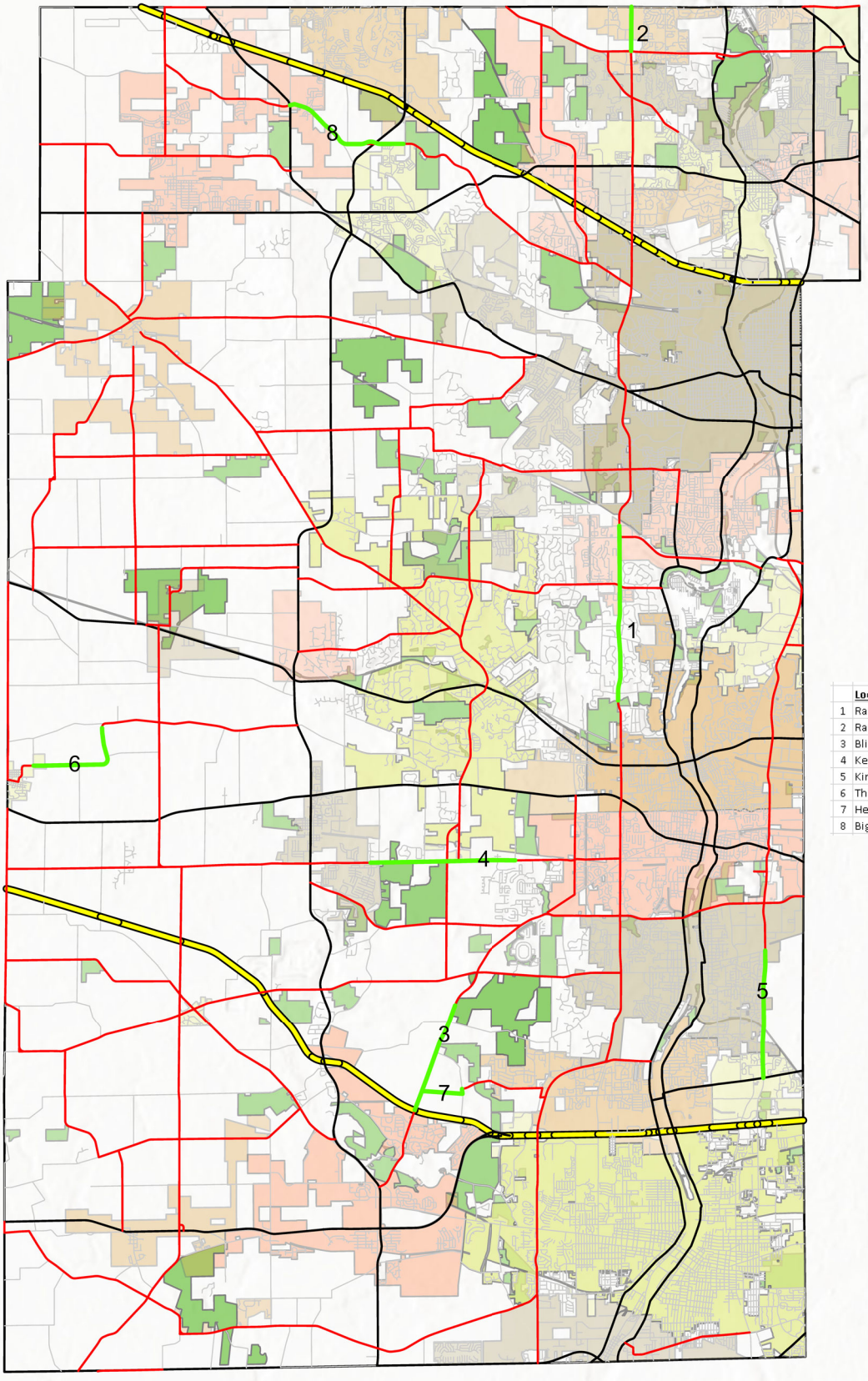
Organization Name	SKC Construction Inc.
Bid Amount	$403,251.60
Line Items	Full
Bid Rank	1
Address	P.O. Box 503 West Dundee Illinois 60118 United States

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No



N

	Location	From	To
1	Randall Road	Approx. 725-ft S of Crane Rd	Gyorr Rd
2	Randall Road	N of LMP	N County Line
3	Bliss	I-88	Main Street
4	Keslinger	Stargrass	Brundige
5	Kirk Road	Butterfield Rd	Wilson St
6	Thatcher Road	Root Lane	Beith Road
7	Healy	Bliss	Tanner
8	Big Timber Road	US 20	Approx. 160-ft W of Manning Rd

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundry
- Township Boundry
- Fox River
- Forest Preserves
- Municipalities

Esri, NASA, NGA, USGS

Section Number 26-00000-03-GM
2026 Kane County HMA Crack Sealing

KDOT KANE COUNTY DIVISION OF 1048

M:\DotserverD\USERS\Shared File System\GIS\Projects\Crack Sealing.mxd

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-246

APPROVING A CONTRACT FOR CONSTRUCTION WITH BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS FOR THE 2026 KANE COUNTY RESURFACING PROJECT, KANE COUNTY SECTION NO. 25-00591-00-RS

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work described as:

KANE COUNTY SECTION NO. 25-00591-00-RS
2026 KANE COUNTY RESURFACING PROJECT
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS
with a low bid of
$10,787,000.88

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest bidder, Builders Paving, LLC of Hillside, Illinois in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated Ten Million Seven Hundred Eighty-Seven Thousand and 88/100 Dollars ($10,787,000.88) from Motor Fuel Tax Fund #302, Line Item #52080 (Repairs and Maint - Resurfacing) to pay for the Project

Line Item: 302.520.522.52080
Line Item Description: Repairs and Maint - Resurfacing
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2026 Kane County Resurfacing Project, Kane County Section No. 25-00591-00-RS

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $10,787,000.88
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 10th, three bids were opened at Kane County Division of Transportation for the above-mentioned project which includes milling and resurfacing of various roads within Kane County.

The lowest qualified bid of $ 10,787,000.88 was submitted by Builders Paving, LLC of Hillside, Illinois. Builders Paving, LLC is IDOT prequalified for this work as required in the contract specifications.

Kane County Division of Transportation staff reviewed the low bid submitted to determine compliance with the Kane County Ordinance. After review of the low bid, it was determined that the bid did not meet all the requirements set forth within the Responsible Bidder Ordinance (RBO) of the Kane County Purchasing Ordinance. After completing this review, KDOT is recommending approval of the contract with Builders Paving, LLC of Hillside, Illinois.

This project has an anticipated completion date of October 30, 2026, weather permitting, and is funded entirely with local funds.

Staff recommends approval.

BUILDERS PAVING
Keeping the Earth Moving

CONTRACTOR DISCLOSURE

As of 3/10/26, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Builders Paving, LLC:

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Steven Salinas, Vice President — Date: 3/10/26

Subscribed and Sworn this 10th day of March, 2026

Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

BUILDERS PAVING
Keeping the Earth Moving

FINANCIAL DISCLOSURE

3/10/26

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months
B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
C. Names and contact information of lobbyists, agents and representatives.
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
- Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
  Jessica Palumbo Christensen 20%
  Kaitlyn Palumbo Gandy 20%
  Samantha Palumbo Tropeano 20%
  Elizabeth Palumbo Pierce 20%
  Gabriella Palumbo 20%
- Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Steven Salinas, Vice President

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Subscribed and Sworn this 10th of March, 2026

Kylie Gwenn Davenport
Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

BUILDERS PAVING
Keeping the Earth Moving

FAMILIAL RELATIONSHIP DISCLOSURE

As of 3/10/26, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Steven Salinas, Vice President — 3/10/26 Date

Subscribed and Sworn this 10th day of March, 2026

Kylie Gwenn Davenport
Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

Bid Result Publication Revision

Publication Type Unofficial Results

Builders Paving, LLC

Organization Name	Builders Paving, LLC
Bid Amount	$10,787,000.88
Line Items	Full
Bid Rank	1
Address	4401 Roosevelt Road Hillside Illinois 60162 United States

APPARENT LOW BIDDER

Plote Construction Inc.

Organization Name	Plote Construction Inc.
Bid Amount	$13,291,038.48
Line Items	Full
Bid Rank	3
Address	1100 Brandt Drive Hoffman Estates Illinois 60192 United States

Geneva Construction

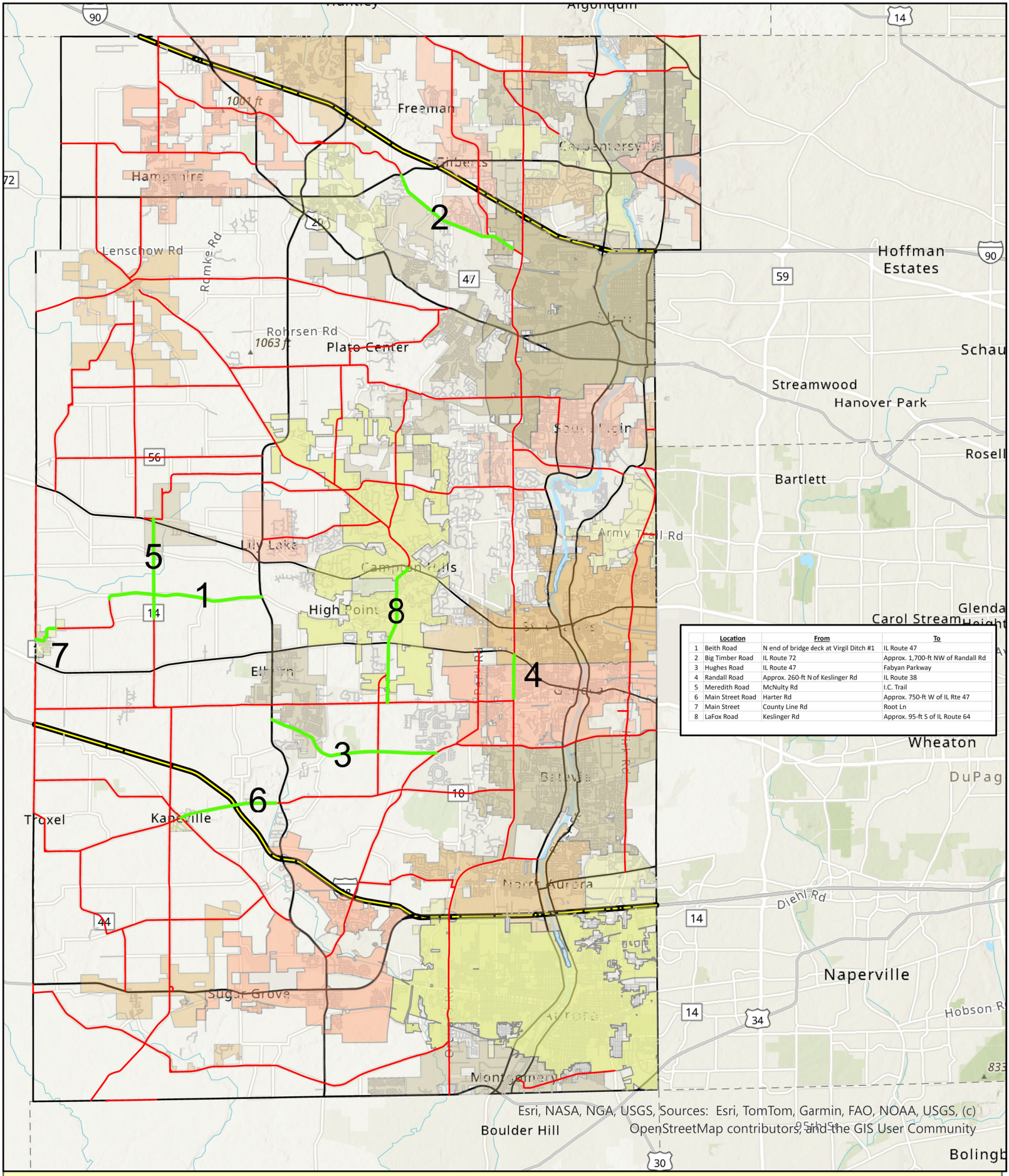
Organization Name	Geneva Construction
Bid Amount	$12,889,602.02
Line Items	Full
Bid Rank	2
Address	PO Box 988 Aurora Illinois 60507 United States

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No



	Location	From	To
1	Beith Road	N end of bridge deck at Virgil Ditch #1	IL Route 47
2	Big Timber Road	IL Route 72	Approx. 1,700-ft NW of Randall Rd
3	Hughes Road	IL Route 47	Fabyan Parkway
4	Randall Road	Approx. 260-ft N of Keslinger Rd	IL Route 38
5	Meredith Road	McNulty Rd	I.C. Trail
6	Main Street Road	Harter Rd	Approx. 750-ft W of IL Rte 47
7	Main Street	County Line Rd	Root Ln
8	LaFox Road	Keslinger Rd	Approx. 95-ft S of IL Route 64

Section 25-00591-00-RS
2026 Kane County Resurfacing

0 3,000 6,000 12,000 18,000 24,000 Feet
0 Miles

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KDOT KANE COUNTY DIVISION OF TRANSPORTATION 1056

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-247

APPROVING A CONTRACT FOR REFORESTATION WITH HGS, LLC DBA RES ENVIRONMENTAL OPERATING COMPANY, LLC OF CHICAGO, ILLINOIS FOR THE REFORESTATION AT BRUNNER FAMILY FOREST PRESERVE PROJECT, KANE COUNTY SECTION NO. 25-00581-00-MS

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work described as:

KANE COUNTY SECTION NO. 25-00591-00-RS
REFORESTATION AT BRUNNER FAMILY FOREST PRESERVE PROJECT
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

HGS, LLC DBA RES ENVIRONMENTAL OPERATING COMPANY, LLC OF CHICAGO, ILLINOIS
with a low bid of
$265,900.00

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest bidder, HGS, LLC dba RES Environmental Operating Company, LLC of Chicago, Illinois in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated Two Hundred Sixty-Five Thousand Nine Hundred Dollars ($265,900.00) from Transportation Sales Tax Fund #305, Line Item #73000 (Road Construction) to pay for the Project.

Line Item: 305.520.527.73000
Line Item Description: Road Construction
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Reforestation with HGS,LLC dba RES Environmental Operating Company, LLC of Chicago, IL for the Reforestation at Brunner Family Forest Preserve Project, Kane County Section No. 25-00581-00-MS

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $265,900.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 3rd, one bid opened at Kane County Division of Transportation for the above-mentioned project which includes the reforestation at Brunner Forest Preserve within Kane County.

The lowest qualified bid of $ 265,900.00 was submitted by HGS,LLC dba RES Environmental Operating Company, LLC of Chicago, Illinois. HGS,LLC dba RES Environmental Operating Company, LLC is IDOT prequalified for this work as required in the contract specifications.

Kane County Division of Transportation staff reviewed the low bid submitted to determine compliance with the Kane County Ordinance. After review of the low bid, it was determined that the bid did not meet all the requirements set forth within the Responsible Bidder Ordinance (RBO) of the Kane County Purchasing Ordinance. After completing this review, KDOT is recommending approval of the contract with HGS,LLC dba RES Environmental Operating Company, LLC of Chicago, IL.

This project has an anticipated completion date of June 15, 2026, weather permitting, and is funded entirely with local funds.

Staff recommends approval.

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

CONTRACTOR DISCLOSURE

As of March 3, 2026, HGS, LLC dba RES Environmental Operating Company, LLC (a wholly owned subsidiary of Resource Environmental Solutions, LLC), to the best of our knowledge, the Owners, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in HGS, LLC dba RES Environmental Operating Company, LLC:

HGS, LLC dba RES Environmental Operating Company, LLC is a wholly owned subsidiary of Resource Environmental Solutions, LLC.

3/6/2026

Lucas Lilly, Regional General Manager — Date

Subscribed and Sworn this 6th day of March, 2026

Notary Public

My Commission Expires: 5/13/2028

CHARLES CAMPBELL NOTARY PUBLIC STATE OF WISCONSIN

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

1061

FAMILIAL RELATIONSHIP DISCLOSURE

As of March 3, 2026, HGS, LLC dba RES Environmental Operating Company, LLC (a wholly owned subsidiary of Resource Environmental Solutions, LLC), to the best of our knowledge, the Owners, Officers, or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Lucas Lilly, Regional General Manager

3/6/2026
Date

Subscribed and Sworn this 6th day of March, 2026

Notary Public

My Commission Expires: 5/13/2028

CHARLES CAMPBELL NOTARY PUBLIC STATE OF WISCONSIN

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

FINANCIAL DISCLOSURE LETTER

March 5, 2026

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

RE: Contract Disclosure

Kane County Code, Art. II, Div. 3, Sec. 2-211

HGS, LLC dba RES Environmental Operating Company, LLC

To Whom It May Concern:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months
B. Individuals having more than 5% ownership of shares
C. Names and contact information of lobbyists, agents, and representatives and;
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign contributions: HGS, LLC dba RES Environmental Operating Company, LLC, has not made campaign contributions in the past 12 months.
- Ownership interest in HGS, LLC dba RES Environmental Operating Company, LLC: HGS, LLC dba RES Environmental Operating Company, LLC is wholly owned by Resource Environmental Solutions, LLC.
- HGS, LLC dba RES Environmental Operating Company, LLC does not have any lobbyists, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- HGS, LLC dba RES Environmental Operating Company, LLC has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely,

Lucas Lilly
Regional General Manager

Subscribed and Sworn this 6th day of March 2026

Notary Public

My Commission Expires: 5/13/2028

CHARLES CAMPBELL NOTARY PUBLIC STATE OF WISCONSIN

Bid Result Publication Revision

Publication Type Unofficial Results

Cardinal State, LLC

Organization Name	Cardinal State, LLC
Bid Amount	$183,920.00
Line Items	Full
Compliance	Non-Compliant
Bid Rank	N/A
Address	1719 Spring Creek Rd Barrington Hills Illinois 60010 United States

Resource Environmental Solutions, LLC

APPARENT LOW BIDDER

Organization Name	Resource Environmental Solutions, LLC
Bid Amount	$265,900.00
Line Items	Full
Compliance	Compliant
Bid Rank	1
Address	17921 W. Smith Road, PO Box 256 Brodhead Wisconsin 53520 United States

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No

Section Number 25-00581-00-MS
Brunner Family Forest Preserve Proposed Planting

N
W E
S

0 1,500 3,000 6,000 9,000 12,000 Feet

KDOT KANE COUNTY DIVISION OF TR 1064

M:\dotserver2\USERS\Shared File S stem\GIS\Projects\Count Route Projects\Longmeadow\Longmeadow-Brunner FP planting

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-248

APPROVING A CONTRACT FOR CONSTRUCTION WITH BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS FOR THE 2026 BLACKBERRY TOWNSHIP RESURFACING PROJECT, SECTION NO. 26-04000-01-GM

WHEREAS, the Kane County Division of Transportation, on behalf of the Blackberry Township Road District has solicited and received bids for the work and/or construction described as:

BLACKBERRY TOWNSHIP ROAD DISTRICT SECTION NO. 26-04000-01-GM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder is:

BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS
With a low bid of
$332,888.00

WHEREAS, the Blackberry Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Blackberry Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax Fund appropriation request for road maintenance; and

WHEREAS, the Blackberry Township Road District intends on utilizing the services of Builders Paving, LLC to complete a resurfacing project with traffic control within its respective jurisdiction; and

WHEREAS, the Project shall be paid for from the Township's Motor Fuel Tax Fund, and no funds from Kane County are being used on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to Builders Paving, LLC in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor; and

BE IT FURTHER RESOLVED by the Kane County Board that the low bid for the Project, be allocated from the Blackberry Township Road District's Motor Fuel Tax Fund to Builders Paving, LLC for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the

Township Highway Commissioner of the Blackberry Township Road District, and approved by the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that in as much as such estimated quantities are the best approximation that can be determined at this time, these quantities may be added to, deducted from, or modified from in the final determination of the contract cost in accordance with 605 ILCS 5/5-205.2 and 605 ILCS 5/6-701.1 without further board action; and

BE IT FURTHER RESOLVED that this award be processed by the County Engineer for final approval on behalf of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Kane County, dated December 18, 2025, and subject to the approval of the Blackberry Township Road District.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2026 Blackberry Township Resurfacing Project, Section No. 26-04000-01-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $332,888.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 10th, two bids were opened at Kane County Division of Transportation for the above-mentioned project which includes the paving of various roads within Blackberry Township.

The lowest qualified bid of $332,888.00 was submitted by Builders Paving, LLC of Hillside, Illinois. Builders Paving, LLC is IDOT prequalified for this work as required in the contract specifications.

This project has an anticipated completion date of October 31, 2026, weather permitting, and is funded with Township Motor Fuel Tax Funds and Township Local Funds.

Staff recommends approval.

BUILDERS PAVING
Keeping the Earth Moving

FAMILIAL RELATIONSHIP DISCLOSURE

As of 3/10/26, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

BUILDERS PAVING, LLC LIMITED LIABILITY COMPANY SEAL ILLINOIS 2010

Steven Salinas, Vice President — 3/10/26 Date

Subscribed and Sworn this 10th day of March, 2026

Kylie Gwenn Davenport
Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

BUILDERS PAVING
Keeping the Earth Moving

CONTRACTOR DISCLOSURE

As of 3/10/26, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Builders Paving, LLC:

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Steven Salinas, Vice President — 3/10/26 Date

Subscribed and Sworn this 10th day of March, 2026

Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

BUILDERS PAVING
Keeping the Earth Moving

FINANCIAL DISCLOSURE

3/10/26

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months
B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
C. Names and contact information of lobbyists, agents and representatives.
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
- Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
  Jessica Palumbo Christensen 20%
  Kaitlyn Palumbo Gandy 20%
  Samantha Palumbo Tropeano 20%
  Elizabeth Palumbo Pierce 20%
  Gabriella Palumbo 20%
- Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

D. A statement

Steven Salinas, Vice President

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Subscribed and Sworn this 10th of March, 2026

Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

D. A statement

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

Bid Result Publication Revision

Publication Type Unofficial Results

Builders Paving, LLC

APPARENT LOW BIDDER

Organization Name	Builders Paving, LLC
Bid Amount	$332,888.00
Line Items	Full
Bid Rank	1
Address	4401 Roosevelt Road Hillside Illinois 60162 United States

Geneva Construction

Organization Name	Geneva Construction
Bid Amount	$368,380.70
Line Items	Full
Bid Rank	2
Address	PO Box 988 Aurora Illinois 60507 United States

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

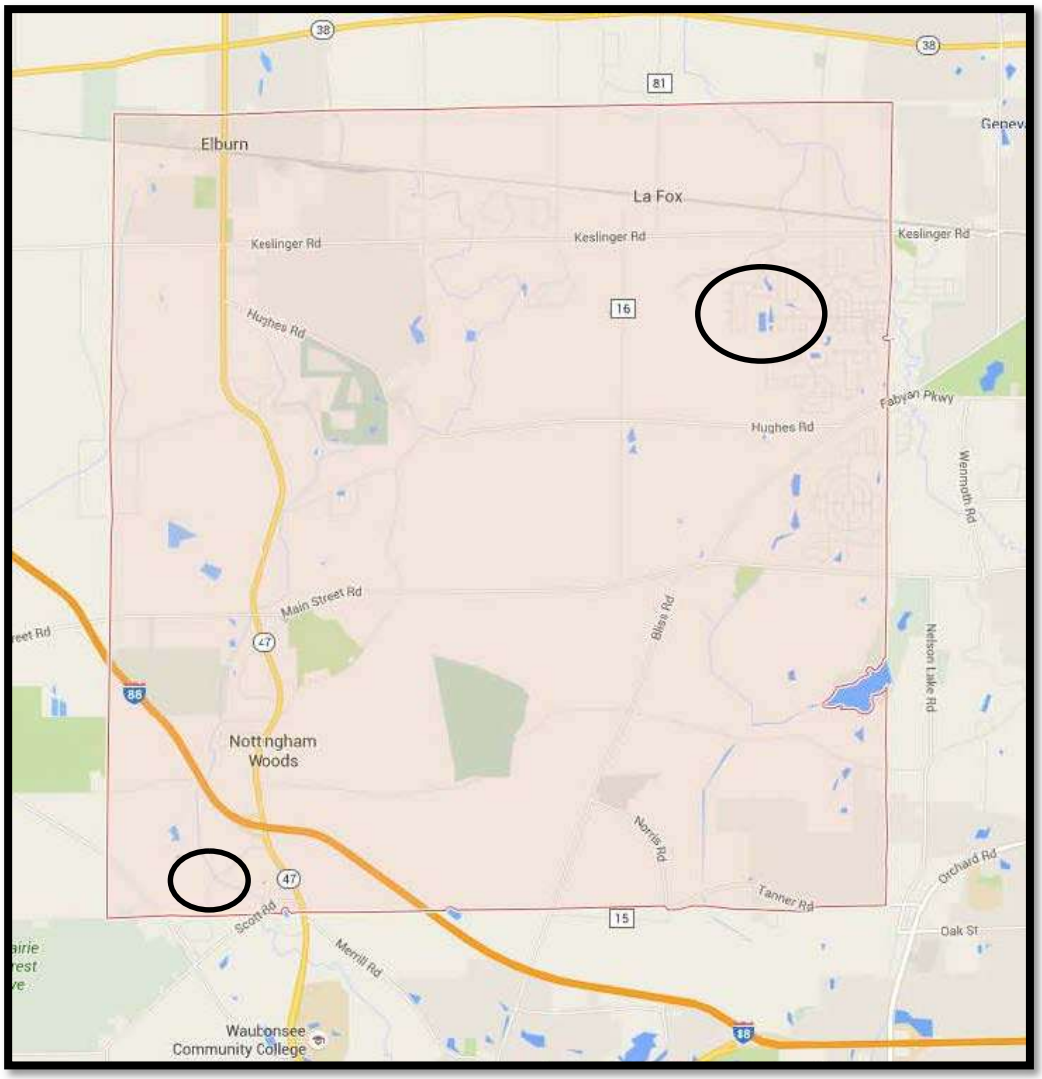
Additional Recipients

Include notification issuer as an additional recipient	No

2026 Blackberry Township Resurfacing Patrol

Section 26-04000-01-GM

General Location Map



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-249

APPROVING A CONTRACT FOR CONSTRUCTION WITH PETER BAKER AND SON CO. OF LAKE BLUFF, ILLINOIS FOR THE 2026 BURLINGTON TOWNSHIP RESURFACING PROJECT, SECTION NO. 26-05000-01-GM

WHEREAS, the Kane County Division of Transportation, on behalf of the Burlington Township Road District has solicited and received bids for the work and/or construction described as:

BURLINGTON TOWNSHIP ROAD DISTRICT SECTION NO. 26-05000-01-GM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder is:

PETER BAKER AND SON CO. OF LAKE BLUFF, ILLINOIS
With a low bid of
$127,090.55

WHEREAS, the Burlington Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Burlington Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax Fund appropriation request for road maintenance; and

WHEREAS, the Burlington Township Road District intends on utilizing the services of Peter Baker and Son Co. to complete a resurfacing project with traffic control within its respective jurisdiction; and

WHEREAS, the Project shall be paid for from the Township's Motor Fuel Tax Fund, and no funds from Kane County are being used on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to Peter Baker and Son Co. in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor; and

BE IT FURTHER RESOLVED by the Kane County Board that the low bid for the Project, be allocated from the Burlington Township Road District's Motor Fuel Tax Fund to Peter Baker and Son Co. for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the

Township Highway Commissioner of the Burlington Township Road District, and approved by the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that in as much as such estimated quantities are the best approximation that can be determined at this time, these quantities may be added to, deducted from, or modified from in the final determination of the contract cost in accordance with 605 ILCS 5/5-205.2 and 605 ILCS 5/6-701.1 without further board action; and

BE IT FURTHER RESOLVED that this award be processed by the County Engineer for final approval on behalf of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Kane County, dated December 18, 2025, and subject to the approval of the Burlington Township Road District.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2026 Burlington Township Resurfacing Project, Section No. 26-05000-01-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $127,090.55
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 24th, four bids were opened at Kane County Division of Transportation for the above-mentioned project which includes the paving of Romke Road within Burlington Township.

The lowest qualified bid of $ 127,090.55 was submitted by Peter Baker and Son Co. of Lake Bluff, Illinois. Peter Baker and Son Co. is IDOT prequalified for this work as required in the contract specifications.

This project has an anticipated completion date of October 31, 2026, weather permitting, and is funded with Township Motor Fuel Tax Funds and Township Local Funds.

Staff recommends approval.

Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

March 26, 2026

Kane County Government Center
Purchasing Department, Bldg., A
719 South Batavia Avenue
Geneva, IL 60134

Re: Burlington Twp. .
Romke Rd.
Section #26-05000-01-GM

Enclosed are the submittals required as per the bid specifications for Burlington Township, Romke Road, Section # 26-05000-01-GM.

Peter Baker's project manager is John Brunner. His direct number is (224) 424-4308.

Should you have any questions or require additional information, please contact our office. We look forward to working with you.

Sincerely,

PETER BAKER & SON CO.

Vicki Mootz

Vicki Mootz
Contracts
Direct No. 224-424-4306
vicki@peterbaker.com
PB&S #26127

Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

March 24, 2026

Kane County Government Center
Purchasing Department, Bldg. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Peter Baker & Son Co.

To Whom It May Concern:

In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of:

A. Campaign Contributions for the last 12 months
B. Individuals having more than 5% ownership of shares in Peter Baker & Son Co.
C. Names and contact information of lobbyists, agents, and representatives
D. A statement under oath that we have not withheld any disclosures as to economic interest.

- Campaign Contributions: Peter Baker & Son Co. has not made campaign contributions in the past 12 months.
- Ownership Interest in Peter Baker & Son Co.: There are two individuals that hold 50% each of the shares.
  Arthur M. Baker 50% and Robert G. Baker 50%
- Peter Baker & Son Co. does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Peter Baker & Son Co. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely,
PETER BAKER & SON CO.

Peter Baker
President

Subscribed and Sworn this
24th day of March, 2026

Alejandra Garcia

OFFICIAL SEAL
ALEJANDRA GARCIA
Notary Public, State of Illinois
Commission No. 946515
My Commission Expires
February 16, 2030

1349 Rockland Road • Lake Bluff •Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com

IAPA Illinois Asphalt Pavement Association

Illinois Road and Transportation Builders Association

NAPA MEMBER

Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

CONTRACTOR DISCLOSURE

As of March 24, 2026, Peter Baker & Son Co., to the best of our knowledge the Owners, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official county wide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Peter Baker & Son Co.:

Arthur M. Baker II
1349 Rockland Rd. 50%
Lake Bluff, IL 60044

Robert G. Baker
1349 Rockland Rd. 50%
Lake Bluff, IL 60044

Officer: Peter Baker
Title: President

March 24, 2026
Date

Subscribed and Sworn on this 24th day of March, 2026

Notary Public

OFFICIAL SEAL
ALEJANDRA GARCIA
Notary Public, State of Illinois
Commission No. 946515
My Commission Expires
February 16, 2030

1349 Rockland Road • Lake Bluff •Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com

IAPA Illinois Asphalt Pavement Association

Illinois Road and Transportation Builders Association

NAPA MEMBER

Bid Result Publication Revision

Publication Type Unofficial Results

Peter Baker & Son Co

APPARENT LOW BIDDER

Organization Name	Peter Baker & Son Co
Bid Amount	$127,090.55
Line Items	Full
Bid Rank	1
Address	1349 Rockland Rd. Lake Bluff Illinois 60044 United States

Curran Contracting Company

Organization Name	Curran Contracting Company
Bid Amount	$149,540.55
Line Items	Full
Bid Rank	4
Address	286 Memorial Court Crystal Lake Illinois 60014 United States

Builders Paving, LLC

Organization Name	Builders Paving, LLC
Bid Amount	$142,808.00
Line Items	Full
Bid Rank	2
Address	4401 Roosevelt Road Hillside Illinois 60162 United States

Geske and Sons, Inc.

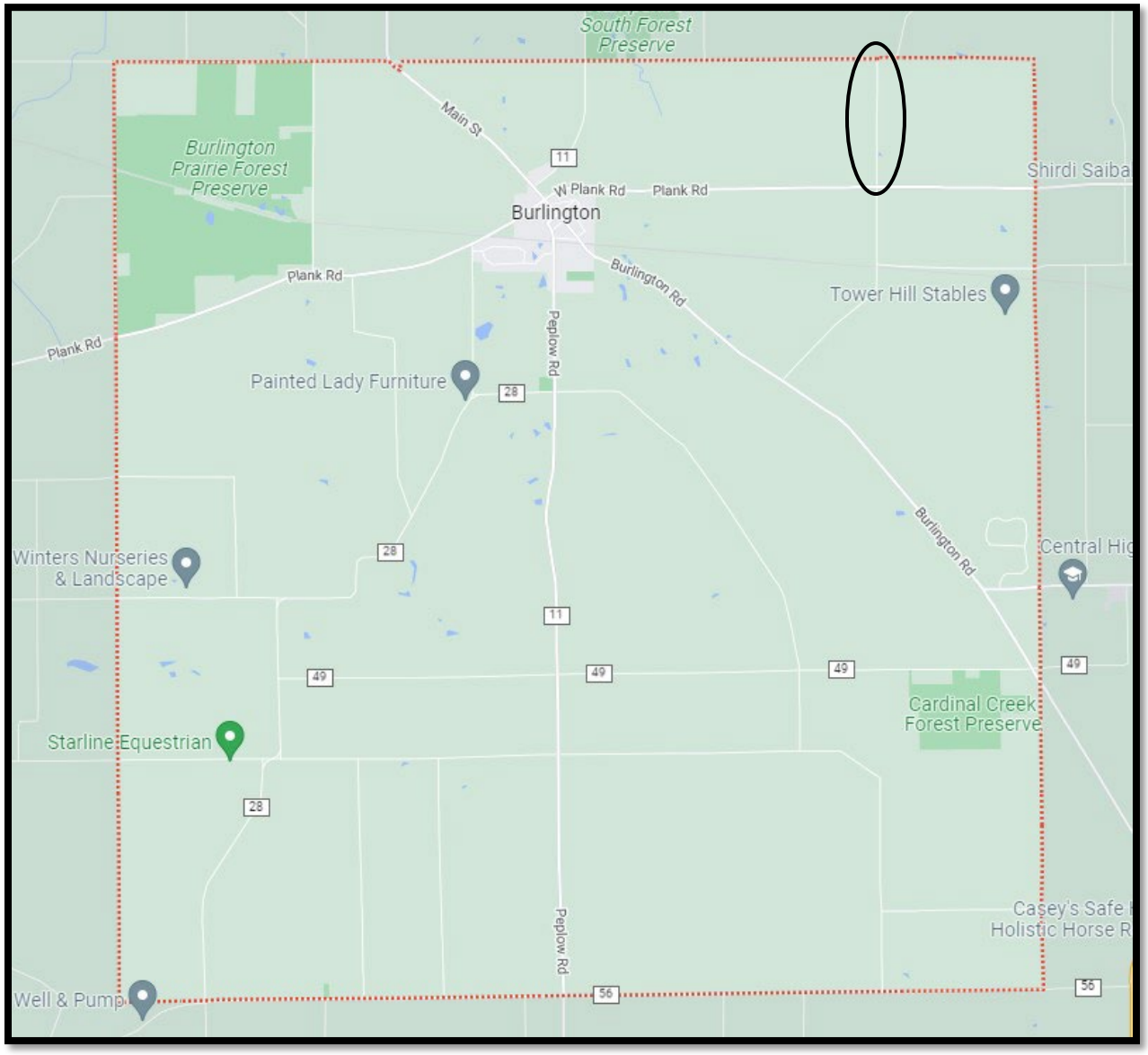
Organization Name	Geske and Sons, Inc.
Bid Amount	$145,930.35
Line Items	Full
Bid Rank	3
Address	400 E. Terra Cotta Ave. Crystal Lake Illinois 60014 United States

Bid Results Email
Email Attachment(s)

2026 Burlington Township Resurfacing Project

Section 26-05000-01-GM

General Location Map



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-250

APPROVING A CONTRACT FOR CONSTRUCTION WITH BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS FOR THE 2026 CAMPTON TOWNSHIP RESURFACING PROJECT, SECTION NO. 26-06000-01-GM

WHEREAS, the Kane County Division of Transportation, on behalf of the Campton Township Road District has solicited and received bids for the work and/or construction described as:

CAMPTON TOWNSHIP ROAD DISTRICT SECTION NO. 26-06000-01-GM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder is:

BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS
With a low bid of
$124,000.88

WHEREAS, the Campton Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Campton Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax Fund appropriation request for road maintenance; and

WHEREAS, the Campton Township Road District intends on utilizing the services of Builders Paving, LLC to complete a resurfacing project with traffic control within its respective jurisdiction; and

WHEREAS, the Project shall be paid for from the Township's Motor Fuel Tax Fund, and no funds from Kane County are being used on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to Builders Paving, LLC in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor; and

BE IT FURTHER RESOLVED by the Kane County Board that the low bid for the Project, be allocated from the Campton Township Road District's Motor Fuel Tax Fund to Builders Paving, LLC for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the

Township Highway Commissioner of the Campton Township Road District, and approved by the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that in as much as such estimated quantities are the best approximation that can be determined at this time, these quantities may be added to, deducted from, or modified from in the final determination of the contract cost in accordance with 605 ILCS 5/5-205.2 and 605 ILCS 5/6-701.1 without further board action; and

BE IT FURTHER RESOLVED that this award be processed by the County Engineer for final approval on behalf of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Kane County, dated December 18, 2025, and subject to the approval of the Campton Township Road District.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2026 Campton Township Resurfacing Project, Section No. 26-06000-01-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $124,000.88
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 10th, three bids were opened at Kane County Division of Transportation for the above-mentioned project which includes the paving of Whirlaway Drive within Campton Township.

The lowest qualified bid of $124,000.88 was submitted by Builders Paving, LLC of Hillside, Illinois. Builders Paving, LLC is IDOT prequalified for this work as required in the contract specifications.

This project has an anticipated completion date of October 31, 2026, weather permitting, and is funded with Township Motor Fuel Tax Funds and Township Local Funds.

Staff recommends approval.

BUILDERS PAVING
Keeping the Earth Moving

FAMILIAL RELATIONSHIP DISCLOSURE

As of 3/10/26, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

BUILDERS PAVING, LLC LIMITED LIABILITY COMPANY SEAL ILLINOIS 2010

Steven Salinas, Vice President — 3/10/26 Date

Subscribed and Sworn this 10th day of March, 2026

Kylie Gwenn Davenport
Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

BUILDERS PAVING
Keeping the Earth Moving

CONTRACTOR DISCLOSURE

As of 3/10/26, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Builders Paving, LLC:

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Steven Salinas, Vice President — 3/10/26 Date

Subscribed and Sworn this 10th day of March, 2026

Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

BUILDERS PAVING
Keeping the Earth Moving

FINANCIAL DISCLOSURE

3/10/26

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months
B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
C. Names and contact information of lobbyists, agents and representatives.
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
- Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
  Jessica Palumbo Christensen 20%
  Kaitlyn Palumbo Gandy 20%
  Samantha Palumbo Tropeano 20%
  Elizabeth Palumbo Pierce 20%
  Gabriella Palumbo 20%
- Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

D. A statement

Steven Salinas, Vice President

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Subscribed and Sworn this 10th of March, 2026

Notary Public

OFFICIAL SEAL
KYLIE GWENN DAVENPORT
Notary Public, State of Illinois
Commission No. 1011584
My Commission Expires June 06, 2029

4401 Roosevelt Road, Hillside, IL 60162 • (847) 419-9000 • Fax: (847) 419-9050 • www.thebuildersco.com

Bid Result Publication Revision

Publication Type Unofficial Results

Builders Paving, LLC

APPARENT LOW BIDDER

Organization Name	Builders Paving, LLC
Bid Amount	$124,000.88
Line Items	Full
Bid Rank	1
Address	4401 Roosevelt Road Hillside Illinois 60162 United States

Curran Contracting Company

Organization Name	Curran Contracting Company
Bid Amount	$177,471.70
Line Items	Full
Bid Rank	3
Address	286 Memorial Court Crystal Lake Illinois 60014 United States

Geneva Construction

Organization Name	Geneva Construction
Bid Amount	$133,289.70
Line Items	Full
Bid Rank	2
Address	PO Box 988 Aurora Illinois 60507 United States

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

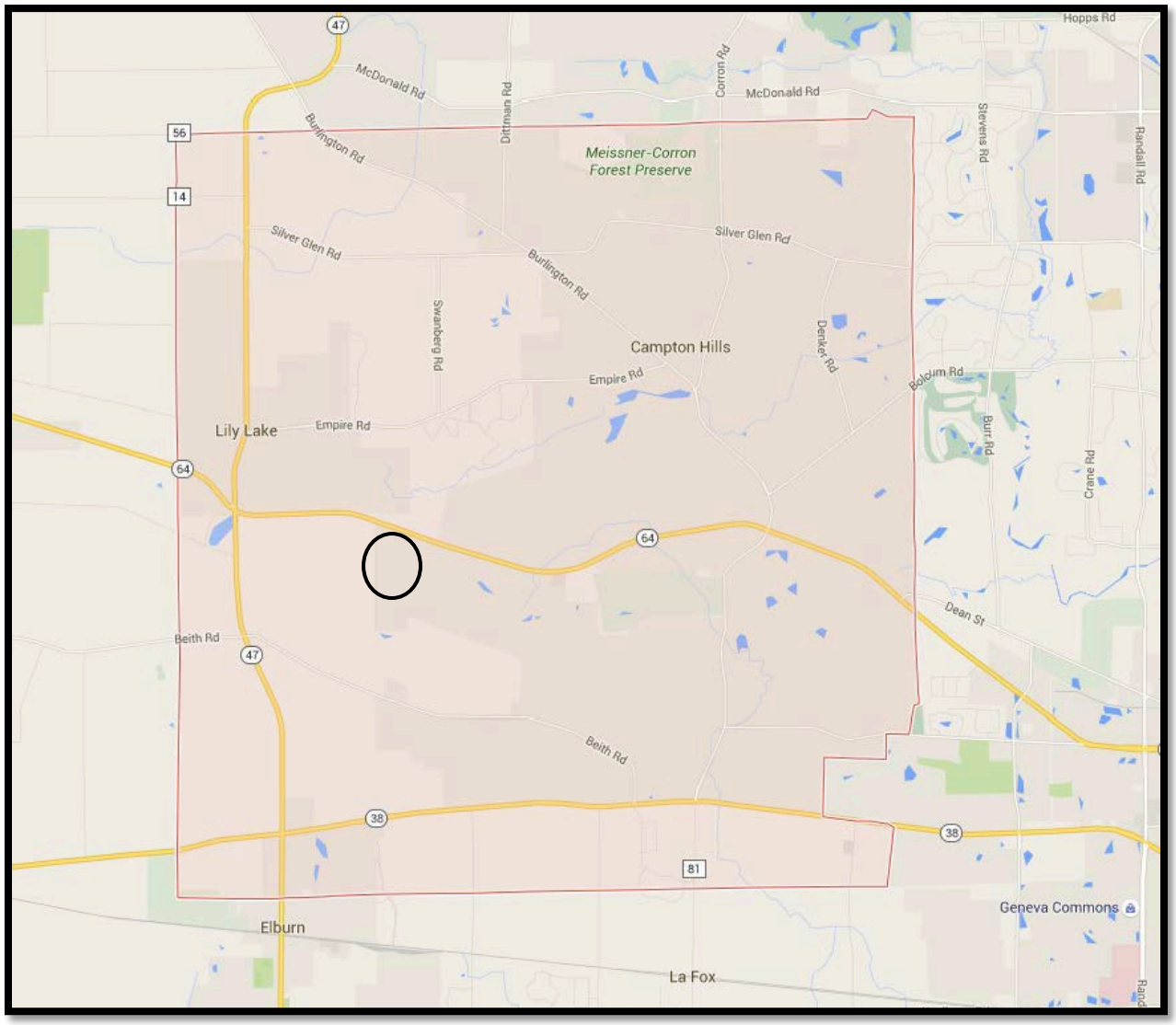
Additional Recipients

Include notification issuer as an additional recipient	No

2026 Campton Township Resurfacing Patrol

Section 26-06000-01-GM

General Location Map



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-251

APPROVING A CONTRACT FOR CONSTRUCTION WITH GESKE AND SONS, INC. OF CRYSTAL LAKE, ILLINOIS FOR THE 2026 RUTLAND TOWNSHIP RESURFACING PROJECT, SECTION NO. 26-13000-01-GM

WHEREAS, the Kane County Division of Transportation, on behalf of the Rutland Township Road District has solicited and received bids for the work and/or construction described as:

RUTLAND TOWNSHIP ROAD DISTRICT SECTION NO. 26-13000-01-GM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder is:

GESKE AND SONS, INC. OF CRYSTAL LAKE, ILLINOIS
With a low bid of
$108,940.50

WHEREAS, the Rutland Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Rutland Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax Fund appropriation request for road maintenance; and

WHEREAS, the Rutland Township Road District intends on utilizing the services of Geske and Sons, Inc. to complete a resurfacing project with traffic control within its respective jurisdiction; and

WHEREAS, the Project shall be paid for from the Township's Motor Fuel Tax Fund, and no funds from Kane County are being used on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to Geske and Sons, Inc. in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor; and

BE IT FURTHER RESOLVED by the Kane County Board that the low bid for the Project, be allocated from the Rutland Township Road District's Motor Fuel Tax Fund to Geske and Sons, Inc. for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the

Township Highway Commissioner of the Rutland Township Road District, and approved by the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that in as much as such estimated quantities are the best approximation that can be determined at this time, these quantities may be added to, deducted from, or modified from in the final determination of the contract cost in accordance with 605 ILCS 5/5-205.2 and 605 ILCS 5/6-701.1 without further board action; and

BE IT FURTHER RESOLVED that this award be processed by the County Engineer for final approval on behalf of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Kane County, dated December 18, 2025, and subject to the approval of the Rutland Township Road District.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Geske and Sons, Inc. of Crystal Lake, Illinois for the 2026 Rutland Township Resurfacing Project, Section No. 26-13000-01-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $108,940.50
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 24th, three bids were opened at Kane County Division of Transportation for the above-mentioned project which includes the paving of Binnie Road within Rutland Township.

The lowest qualified bid of $ 108,940.50 was submitted by Geske and Sons, Inc. of Crystal Lake, Illinois. Geske and Sons, Inc. is IDOT prequalified for this work as required in the contract specifications.

This project has an anticipated completion date of October 31, 2026, weather permitting, and is funded with Township Motor Fuel Tax Funds and Township Local Funds.

Staff recommends approval.

Geske and Sons, Inc.
Asphalt Paving

FAMILIAL RELATIONSHIP DISCLOSURE

As of 03/25/2026, Geske and Sons, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The county may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer — Date: March 25, 2026

Title: Vice-President

Subscribed and sworn this 25th day of March, 2026.

Notary Public

OFFICIAL SEAL
LORI L GESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/24/2026

400 E. Terra Cotta Avenue
Crystal Lake, IL 60014

(815) 459-2407 phone
(815) 459-2465 fax

Geske and Sons, Inc.
Asphalt Paving

CONTRACTOR DISCLOSURE

As of 03-25-26 , Geske and Sons, Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Geske and Sons, Inc.:

LeRoy Geske 50%

400 E. Terra Cotta Avenue

Crystal Lake, IL 60014

Larry Geske 50%

400 E. Terra Cotta Avenue

Crystal Lake, IL 60014

Officer March 25, 2026

Date

Title: Vice-President

Subscribed and sworn this 25th day of March, 2026.

Notary Public

OFFICIAL SEAL
LORI L GESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/24/2026

400 E. Terra Cotta Avenue
Crystal Lake, IL 60014

(815) 459-2407 phone
(815) 459-2465 fax

Geske and Sons, Inc.

Asphalt Paving

March 25, 2026

Kane County Government Center
Purchasing Department, Bid. A
719 South Batavia Avenue
Geneva, IL 60134

RE: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Geske and Sons, Inc.

To Whom it May Concern:

In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months
B. Individuals having more than 5% ownership of shares in the company
C. Names and contact information of lobbyists, agents and representatives and;
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign Contributions: Geske and Sons, Inc. has not made campaign contributions in the past 12 months.
- Ownership Interest in Geske and Sons, Inc.: There are two individuals that hold more than 5% of Geske and Sons, Inc. who hold 100% of shares.
- Geske and Sons, Inc. does not have any lobbyists, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Geske and Sons, Inc. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

March 25, 2026

Officer Date

Title: Vice-President

nd Subscribed and sworn this 25th day of March, 2026.

1sworn

OFFICIAL SEAL
LORI L GESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/12/2026

Notary Public

400 E. Terra Cotta Avenue
Crystal Lake, IL 60014

(815) 459-2407 phone
(815) 459-2465 fax

Bid Result Publication Revision

Publication Type Unofficial Results

Peter Baker & Son Co

Organization Name	Peter Baker & Son Co
Bid Amount	$120,432.95
Line Items	Full
Bid Rank	3
Address	1349 Rockland Rd. Lake Bluff Illinois 60044 United States

Builders Paving, LLC

Organization Name	Builders Paving, LLC
Bid Amount	$108,999.00
Line Items	Full
Bid Rank	2
Address	4401 Roosevelt Road Hillside Illinois 60162 United States

Geske and Sons, Inc.

Organization Name	Geske and Sons, Inc.
Bid Amount	$108,940.50
Line Items	Full
Bid Rank	1
Address	400 E. Terra Cotta Ave. Crystal Lake Illinois 60014 United States

APPARENT LOW BIDDER

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

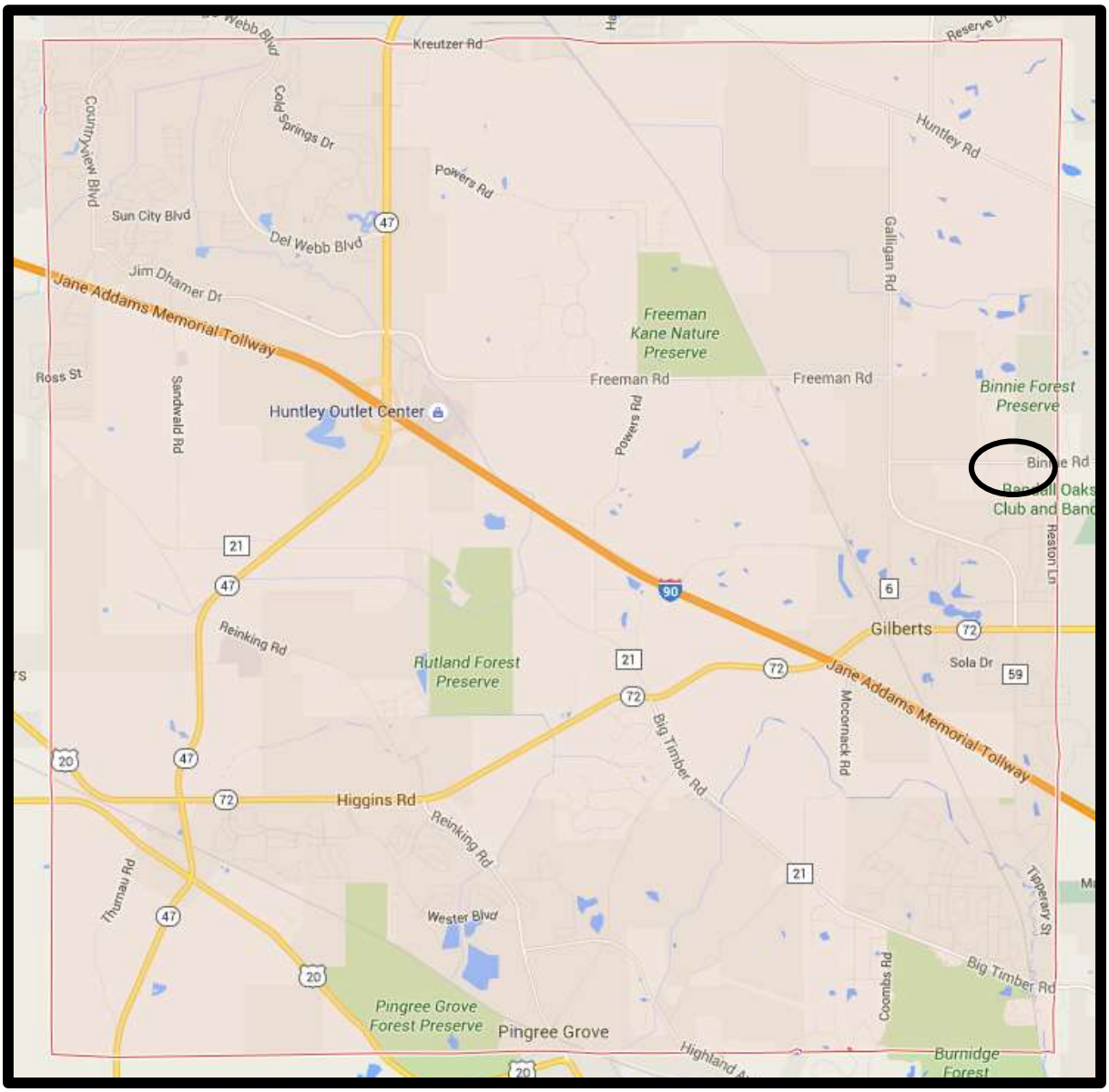
Additional Recipients

Include notification issuer as an additional recipient	No

2026 Rutland Township Resurfacing Project

Section 26-13000-01-GM

General Location Map



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-252

APPROVING A CONTRACT FOR CONSTRUCTION WITH A.C. PAVEMENT STRIPING CO. OF ELGIN, ILLINOIS FOR THE 2026 VIRGIL TOWNSHIP RESURFACING PROJECT, SECTION NO. 26-16000-01-GM

WHEREAS, the Kane County Division of Transportation, on behalf of the Virgil Township Road District has solicited and received bids for the work and/or construction described as:

VIRGIL TOWNSHIP ROAD DISTRICT SECTION NO. 26-16000-01-GM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder is:

A.C. PAVEMENT STRIPING CO. OF ELGIN, ILLINOIS
With a low bid of
$134,293.70

WHEREAS, the Virgil Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Virgil Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax Fund appropriation request for road maintenance; and

WHEREAS, the Virgil Township Road District intends on utilizing the services of A.C. Pavement Striping Co. to complete a resurfacing project with traffic control within its respective jurisdiction; and

WHEREAS, the Project shall be paid for from the Township's Motor Fuel Tax Fund, and no funds from Kane County are being used on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to A.C. Pavement Striping Co. in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor; and

BE IT FURTHER RESOLVED by the Kane County Board that the low bid for the Project, be allocated from the Virgil Township Road District's Motor Fuel Tax Fund to A.C. Pavement Striping Co. for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the

Township Highway Commissioner of the Virgil Township Road District, and approved by the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that in as much as such estimated quantities are the best approximation that can be determined at this time, these quantities may be added to, deducted from, or modified from in the final determination of the contract cost in accordance with 605 ILCS 5/5-205.2 and 605 ILCS 5/6-701.1 without further board action; and

BE IT FURTHER RESOLVED that this award be processed by the County Engineer for final approval on behalf of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Kane County, dated December 18, 2025, and subject to the approval of the Virgil Township Road District.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with A.C. Pavement Striping Co. of Elgin, Illinois for the 2026 Virgil Township Resurfacing Project, Section No. 26-16000-01-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $134,293.70
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 31st, one bid was opened at Kane County Division of Transportation for the above-mentioned project which includes the bituminous surface treatment of Howard Road within Virgil Township.

The lowest qualified bid of $ 134,293.70 was submitted by A.C. Pavement Striping Co. of Elgin, Illinois. A.C. Pavement Striping Co. is IDOT prequalified for this work as required in the contract specifications.

This project has an anticipated completion date of October 31, 2026, weather permitting, and is funded with Township Motor Fuel Tax Funds and Township Local Funds.

Staff recommends approval.

PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

March 27, 2026

Kane County Government Center
Purchasing Department, Bldg A
719 S. Batavia Ave
Geneva, IL 60134
purchasing@countyofkane.org

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

AC Pavement Striping Co., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

The percentage of ownership interest of AC Pavement Striping Co. is as follows:

Scott Kline 54 %
Jeffrey Bergquist 36 %
William Brinati 10 %

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

William Brinati, C. F.O.
AC Pavement Striping Co.

Notarized: Therese Jeanine Tabor

Date: 3-27-26

"OFFICIAL SEAL"
THERESE JEANINE TABOR
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 988660
MY COMMISSION EXPIRES 03-25-2028

PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

March 31, 2026

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Re: Familial Relationship Disclosure

As of March 31, 2026, AC Pavement Striping Co., to the best of our knowledge, the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last twelve-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000 fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Sincerely,

William Brinati, Corporate Secretary

Subscribed and sworn this 31st day of March 2026.

Notary Public

"OFFICIAL SEAL"
THERESE JEANINE TABOR
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 988660
MY COMMISSION EXPIRES 03-25-2026

Bid Result Publication Revision

Publication Type Unofficial Results

AC Pavement Striping Co.

Organization Name	AC Pavement Striping Co.
Bid Amount	$134,293.70
Line Items	Full
Bid Rank	1
Address	695 Church Road, Elgin, IL 60123 Elgin Illinois 60123 United States

APPARENT LOW BIDDER

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

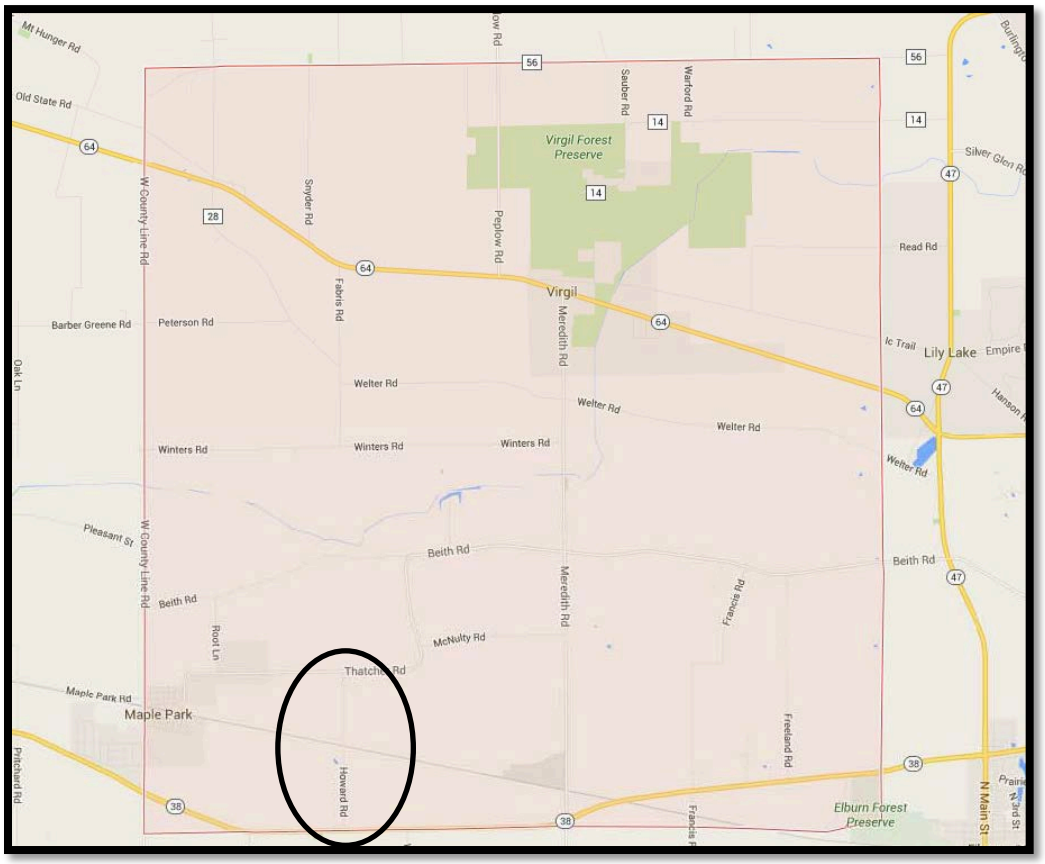
Additional Recipients

Include notification issuer as an additional recipient	No

2026 Virgil Township Bituminous Surface Treatment

Section 26-16000-01-GM

General Location Map



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-253

AUTHORIZING CONTRACT FOR CONSULTANT SERVICES TO PROVIDE AN OPERATIONAL ASSESSMENT FOR KANE COMM

WHEREAS, Kane County issued RFP 26-05-TK for Consulting Services for an Operational Assessment of Kane Comm; and

WHEREAS, the proposal deemed the most responsive and responsible was Derek Poarch and Associates, whose proposal was determined to be in the best interests of Kane County based on the evaluation criteria set forth in the RFP; and

WHEREAS, the term of the contract is up to twelve months and includes the option for up to two (2) one-year extensions if additional services are requested by the Kane County Board; and

WHEREAS, the total cost of these services is $69,061; and

WHEREAS, funding for the project will be sought and is anticipated to be paid from the Emergency Telephone System Board (ETSB) funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a contract, subject to the review and advisement of the Kane County State's Attorney's Office, with Derek Poarch and Associates for consulting services to provide an Operational Assessment of the Kane Comm in an amount not to exceed $69,061.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Contract for Consultant Services to Provide an Operational Assessment for KaneComm

Committee Flow:
County Board

Contact:
Jamie Lobrillo, 630.208.3836

Budget Information:

Was this item budgeted? No	Appropriation Amount: $69,060
If not budgeted, explain funding source: ETSB Funds	
Was this item passed through the appropriate committee? No	

Summary:

This resolution authorizes a contract with consulting firm Derek Poarch and Associates, who specializes in Public Safety including 9-1-1 operations to assess and make recommendations regarding the overall operations of KaneComm.

PROJECT PROPOSAL

DEREK POARCH & ASSOCIATES, LLC

AGENCY KaneComm 9-1-1, Kane County Illinois

PROPOSAL DATE March 31, 2026

SUBMITTED TO Tim Keovongsak, CPPB, Director of Purchasing

Derek Poarch & Associates LLC

Your Partner in Excellence

743-626-4911

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Derek Poarch
& ASSOCIATES LLC

Your Partner in Excellence

March 31, 2026

Mr. Tim Keovongsak, CPPB
Director of Purchasing
Kane County Government
719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Dear Mr. Keovongsak:

Derek Poarch and Associates, LLC are pleased to present this proposal to conduct a 9-1-1 Operational Assessment and Consultant Services for KaneComm. Our firm, founded in 2024 provides leadership and management consulting services for the 9-1-1 industry in cities and counties across the United States.

As your "Partner in Excellence," we believe that every engagement is unique and provides our firm the opportunity to demonstrate our more than two hundred years of collective experience leading 9-1-1 agencies across the country. We don't believe in cookie-cutter approaches to engagements like many of the larger firms in our business. Our firm is usually asked to expand our engagements after agencies experience our attention to detail, thoroughness and professionalism. As an example, one of the references listed in this proposal, the Milwaukee Department of Emergency Communications has been engaged with our firm for various engagements for almost a year since we began initial tasking in April of 2025. The team that will be assigned to KaneComm has been carefully selected based on the requirements in the RFP. A principal in our firm will be engaged in each component of the engagement, and I will personally lead our team.

Our philosophy in conducting assessments involves heavy stakeholder engagement using multiple mediums, extensive research and data analysis allowing us to gain a deep understanding of our client's issues and opportunities for improvement. We seek the highest levels of input from all of our clients. Our analysis and reports are second to none, leading to real solutions allowing our client agencies to thrive.

We look forward to discussing our proposal, engagement team, and experience with you with and are eager for the opportunity to serve KaneComm and the citizens of Kane County. I may be reached during normal business hours to address any questions. Our office number is 743-626-4911 and my email address is Derek@DP-Assoc.com. Lastly, as CEO, I am authorized to legally bind my firm to a contract with the county.

Professionally, I remain.

Derek K. Poarch, CEO and Founder
Derek Poarch and Associates, LLC

3286 Eagle Heights Circle
Lenoir NC 28645

743.626.4911

PROPOSAL RESPONSE FORM

For

9-1-1 Operational Assessment & Consultant Services

RFP Due Date & Time: ~~3:30 p.m., Tuesday, April 7, 2026~~ March 31, 2024 – 3:30 p.m.

Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

The proposer shall return the RFP with all documents, as well as literature, samples, etc., as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide services per specification and to perform other work stipulated in, required by, and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1 on 3/20/2026, 2 on 3/24/2026_____, _____ _____ _____, _____,

The ~~Vendor~~ has examined the Contractor Disclosure section C of the Terms and Conditions and has included or provided a document listing all cumulative campaign contributions made within the past twelve months to any current or county-wide elected officer, and ownership interest in entity greater than five percent. The Vendor is aware of and has examined the Responsible Bidder Requirement section I, which requires additional information and documentation from the responder bidding on public works construction projects.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract, notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature Derek Poarch

Typed Signature Derek K. Poarch

Company Derek Poarch and Associates, LLC

Address 3286 Eagle Heights Circle, Suite 100, Lenoir, NC 28645

Phone # 743-626-4911 **Fax#** N/A

Federal I.D./Social Security # 94-3474143 **Date** March 31, 2026

ACCEPTANCE

The Offer is hereby accepted for ***9-1-1 OPERATIONAL ASSESSMENT & CONSULTANT SERVICES***

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specifications, and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as **Contract Number 26-025-TK**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☒ N/A – These categories do not apply to my business

Please note: It is required that you check at least one box.

ADDITIONAL INFORMATION

Please list additional pertinent information/comments:

1. Our firm will meet insurance requirements if awarded contract. Current COI included

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Vicki Y Williams	
Younce Insurance Agency, Inc. PO Box 1200 205 Ridge St NW, Suite B Lenoir NC 28645	PHONE (A/C, No, Ext): (828) 758-8441	FAX (A/C, No): (828) 330-4909
	E-MAIL ADDRESS: stacey@younceins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Derek Poarch and Assoc, LLC 3286 Eagle Heights Circle Lenoir NC 28645	INSURER A: UNITED STATES LIAB INS CO	25895
	INSURER B: TRAVELERS COMMERCIAL CAS CO	40282
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CX 1559470	11/19/2024	11/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5000			XSL025GA4C9	09/12/2025	11/19/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-B0239626-25-42	02/21/2025	02/21/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			CX 1559470	11/19/2024	11/19/2026	PER CLAIM/AGG	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

security consultant

CERTIFICATE HOLDER

District of Columbia
Office Contracting and Procurement
441 4th Street NW, Suite 330 South
Washington DC 20001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicki Y. Williams

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Derek Poarch & ASSOCIATES LLC

Your Partner in Excellence

RFK 26-025-TK

9-1-1 Operational Assessment & Consultant Services

FAMILIAL RELATIONSHIP DISCLOSURE

As of March 27, 2026, Derek Poarch and Associates, LLC, to the best of our knowledge, the Owners, Officers or Executives do not have familial relationship with any Kane County Elected Official or Kane County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The county may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a Kane County Elected Official or Kane County Department Director.

Officer

3/27/2026
Date

CEO
Title

Subscribed and Sworn this 27 day of March, 2026

Courtney Phillips
Notary Public

CORTNEY PHILLIPS NOTARY PUBLIC CALDWELL COUNTY, NC My Commission Expires 03-10-30

vi

Derek Poarch & ASSOCIATES LLC

Your Partner in Excellence

RFP 26-025-TK

9-1-1 Operational Assessment and Consulting Services

Contractor Disclosure

As of March 27, 2026, Derek Poarch and Associates, LLC, to the best of our knowledge, the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official, countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Derek Poarch and Associates, LLC:

Mr. Derek K. Poarch — 100%
3286 Eagle Heights Circle
Lenoir, NC 28645

Officer

3/27/2026
Date

CEO
Title

Subscribed and Sworn this 27 day of March, 2026

Notary Public

CORTNEY PHILLIPS NOTARY PUBLIC CALDWELL COUNTY, NC My Commission Expires 03-10-30

REFERENCES
9-1-1 Operational Assessment & Consultant Services
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: Derek Poarch and Associates, LLC

1. Organization: Milwaukee Department of Emergency Communications
   Address: 2333 N 49th Street
   City, State, Zip Code: Milwaukee, Wisconsin 53210
   Telephone Number: 414-286-5380
   Contact Person: Tony Bueno, Director
   Date of Project: April 2025 through current
   E-Mail Address: TBueno@Milwaukee.gov
2. Organization: Washington DC Office of Unified Communications
   Address: 2720 Martin Luther King Jr Avenue SE
   City, State, Zip Code: Washington DC 20032
   Telephone Number: 202-730-0507
   Contact Person: Heather McGaffin, Director
   Date of Project: January 27 through March 6, 2026
   E-Mail Address: Heather.McGaffin@dc.gov
3. Organization: Atlanta Police Department E911 Communications
   Address: 180 Peachtree St. NW
   City, State, Zip Code: Atlanta, Georgia 30303
   Telephone Number: 404-546-2371
   Contact Person: Desiree Arnold, Director
   Date of Project: Current
   E-Mail Address: dyarnold@AtlantaGa.Gov
4. Organization: City of Little Rock 9-1-1 Communications Center
   Address: 720 West Markham Street
   City, State, Zip Code: Little Rock, Arkansas 72201
   Telephone Number: 501-371-4409
   Contact Person: Juana Green, Director
   Date of Project: Current
   E-Mail Address: jgreen@littlerock.gov

Section 2: Statement of Qualifications and Offers

Project Overview

This section discusses our firm's understanding of KaneComm's background and the context for the study.

Kane County Emergency Communications (KaneComm) is a multi-jurisdictional dispatch center responsible for the deployment of seven fire agencies and nine police agencies in Kane County, Illinois, of which the largest is the Kane County Sheriff. KaneComm personnel are tasked with all of the incoming emergency and nonemergency calls for assistance from citizens residing in these jurisdictions. In 2025, KaneComm processed 119,189 emergency and non-emergency phone calls and 96,148 calls for service. KaneComm's current staffing includes eighteen full-time union Telecommunicators when fully staffed. Non-union management staff includes intermittent Telecommunicators, a Shift Manager, a Radio Administrator, an Operations Manager, a Deputy Director, and the Director. The purpose of this study is to evaluate current operations and provide recommendations that support both short-term operational improvements and long-term sustainability of service to Kane County.

We understand the project objectives as stated in Section III of RFP 26-025-TK as follows:

- Evaluating current 9-1-1 center standard operating procedures and service delivery methods.
- Assessing staffing levels, scheduling practices, and workload distribution.
- Identifying factors that influence employee recruitment, retention, and workplace culture.
- Reviewing organizational structure, communication practices, and management/supervisory methods.
- Explore viability and potential benefits and disruption associated with merger.
- Providing recommendations to support short-term stabilization and long-term sustainability.

It is the intent of our firm to address each project objective as outlined above and enumerated in the Scope of Services.

Scope of Services

It is our understanding that the selected consulting firm will conduct a comprehensive operational review of KaneComm's emergency communications center. The review is to include operational policies and practices, training methods, scheduling practices, staffing resources, employee retention, workplace culture, and managerial structure, as well as feasibility of merger.

Our firm is prepared to consider all relevant factors including but not limited to benchmarking, industry standards; best practices; confidential staff and stakeholder interviews and surveys as well as call metrics including volume, response time, and content; standard operating procedures; training materials; relevant agreements such as subscriber and collective bargaining; administrative duties; area staffing and wage data.

Below we address the specifics of the Scope of Work as outlined in Section IV of the RFP

1. The consultant shall conduct an assessment of staffing levels, scheduling practices, hiring processes and training methods.

   Scope of Work Section 1 will be led by Derek Poarch and Associates LLC, Principal Consultant Margie Moulin (bio attached). Margie has more than three decades of experience leading a regional emergency communications center (ECC) as well as providing public safety communications consulting services.

   a. The consultant shall evaluate current staffing levels using recognized industry methodologies and national best practices applicable to Public Safety Answering Points (PSAPs)
   b. The analysis should be informed by relevant guidance and standards published by APCO International and the National Emergency Number Association (NENA), as well as benchmarking and successful models of similar organizations.

Our firm will conduct a staffing study using the APCO Project "Responsive Efforts To Address Integral Needs in Staffing" (RETAINS) Staffing Software and will compare the results of the study to APCO, NENA and the National Fire Protection Association (NFPA) national standards related to staffing. We will also benchmark the results against organizations of comparable size.

c. Recruitment, hiring processes, and onboarding will be evaluated for best practices and efficiency.

Our firm will review practices related to items listed in c. above as supplied by KaneComm and compare those practices to accepted industry practices.

d. Training curriculum and methods, continued education and performance management will be evaluated against industry standard best practices, successful models, and area benchmarks.

Subsection d. will be led by Derek Poarch and Associates LLC, Principal Consultant Angela Batey (bio attached). Angela has more than three decades of experience related to public safety communications training where she has designed, delivered and overseen training for tens of thousands of public safety professionals.

e. Scheduling practices should be evaluated against industry standards and best practice for efficiency and compliance.

Our firm will review KaneComm scheduling, policy and practices against any national standards and best practices and will make any recommendations needed to improve efficiency and compliance.

f. Consultant shall provide recommendations for improvement and sustainability of service.

Our report for Scope of Work Section 1 related to staffing levels, scheduling practices, hiring processes, and training methods will include recommendations for improvement and sustainability of service. Derek Poarch and Associates LLC, Principal Consultants Margie Moulin and Angela Batey will collaborate in making recommendations for improvements and sustainability of services.

The report of Section 1 above will include recommendations for improvements including actionable steps, budgetary impact estimates and metrics and/or milestones to measure progress.

This section report will be broken down into two categories:

Short-Term Operational Recommendations that can be implemented in O to 12 months.
Long-Term Operational Recommendations that can be implemented in 1 to 3 years.

2. The consultant shall evaluate morale, workplace culture, and employee retention.
   a. Factors affecting workplace culture and environment should be evaluated using confidential employee and stakeholder surveys and historical data.
   b. Consultant shall identify factors affecting culture and retention and make recommendations for improvement.

Scope of Work Section 2 will be led personally by Derek Poarch and Associates, LLC, CEO and Founder Derek Poarch (bio attached). Derek has more than 47 years' experience transforming troubled public safety organizations and leading them to become high performance organizations with strong cultures. Derek will interview all employees of KaneComm onsite and in person using his proven interview formula that has led to identifying and resolving organizational issues in some of the largest 9-1-1 centers in the United States. He will compare the results of his employee interviews to interviews he conducts in person with various KaneComm stakeholders. Our firm will also deploy our proprietary Organizational Climate Survey and compare the results of that survey to interviews that Derek conducts. The result will reveal the clear issues impacting KaneComm and a step-by-step map for resolving those issues.

This section report will be broken down into two categories:

Short-Term Operational Recommendations that can be implemented in 0-12 months.
Long-Term Operational Recommendations that can be implemented in 1-3 years.

3. The consultant shall evaluate current operation procedures against industry standards, best practices, and area benchmarks and assess whether changes may be made to improve efficiency and/or service delivery

Scope of Work Section 3 will be led by Derek Poarch and Associates, LLC, Principal Consultant Jason Kern (bio attached). Jason will also serve as the lead Principal Consultant for our firm's engagement and will have operational oversight for the project. Jason has more than 30 years of experience in public safety communications and currently serves as the founding Executive Director at Lake Consolidated Emergency Communications (LakeComm) in Libertyville, Illinois, located approximately 45 minutes from KaneComm. His current working knowledge of industry standards, and best practices, especially related to State of Illinois PSAP requirements, make him especially suited to lead our efforts. His proximity to KaneComm will allow him to effectively compile and assess area benchmarks.

This section report will be broken down into two categories:

Short-Term Operational Recommendations that can be implemented in 0-12 months.
Long-Term Operational Recommendations that can be implemented in 1-3 years.

4. The consultant shall review organizational and managerial structure and effectiveness.
   a. Job descriptions, positions, structure, and reporting relationships should be evaluated for effectiveness, accountability, and efficiency.
   b. Managerial staff should be evaluated for effectiveness, and the consultant shall identify areas of strength and weaknesses for coaching and staff development opportunities.

Scope of Work Section 4 will be led by Derek Poarch and Associates, LLC Principal Consultant and Project Team Leader Jason Kern. Jason will conduct on-site reviews of job descriptions, positions, structure, and reporting relationships examining them for effectiveness, accountability, and efficiency. He will compare his findings with area agencies and suggest strategies for improvement. Jason will be assisted in his evaluation of KaneComm's managerial staff by our CEO Derek Poarch. As part of our engagement, we will offer coaching sessions for members of the managerial staff to assist them in improving their effectiveness.

This section report will be broken down into two categories:

Short-Term Operational Recommendations that can be implemented in 0-12 months.
Long-Term Operational Recommendations that can be implemented in 1-3 years.

5. The consultant shall evaluate the viability of a center merger
   a. Identify the benefits and challenges associated with a center merger.
   b. Evaluate and advise if the size, volume, and budget of the center make it a favorable candidate for a center merger.
   c. Identify the qualities of an agency that would make an attractive partner where merger would potentially be mutually beneficial.

Scope of Work Section 5 will be led by Derek Poarch and Associates, LLC Principal Consultant and Project Team Leader Jason Kern. He is narrowly and uniquely qualified to address Section 5 consistently with instructions and clarifications in both Addendum 1 and Addendum 2 as he founded and currently leads a regional center (LakeComm) in Illinois. Prior to becoming Executive Director of LakeComm, he sented as the longest serving Executive Director at Southeast Emergency Communications (SEECOM) in Crystal Lake, Illinois. SEECOM is a regional consolidated ECC. Jason will conduct a SWOT analysis related to the opportunity for a KaneComm merger.

Program Plan and Approach, Objectives

Derek Poarch and Associates, LLC is recognized for doing in-depth data gathering, analysis and problem recognition during our project engagements that lead to identifiable and measurable recommendations for transforming public safety communications organizations.
Our experience has taught us that data gathering related to organizational issues, organizational culture and stakeholder feedback is best done in-person, eye to eye. While many firms have transitioned to remote engagements, we remain of the belief that to truly learn about an organization, you must be on-site. Our proposal reflects that.

Our data gathering includes:

- In-person interviews with staff
- In-person interviews with stakeholders
- Review of statistical agency data
- Administering, tabulating, and evaluating our proprietary Organizational Climate Survey
- Completion of a staffing study using APCO International Project RETAINS platform.
- Benchmarking against agencies of similar size, operations, and proximity

We analyze all of the data we gather, with an eye on identifying quantifiable and measurable areas of improvement that our client partners can take to improve their organization both shortterm and longer.

Our company objectives for every engagement are to become a partner with the agency we are working in, understanding the organizational issues, and supplying the agency with ways to improve and sustain a culture of excellence.

Deliverable

Our deliverable for this engagement will include the following:

- Prepare a comprehensive draft report of our data, analysis, findings, and recommendations related to the overall project objectives as well as the items enumerated in the scope of work and present those findings to designated Kane County executives and senior leaders of KaneComm identifying both short term and long-term operational recommendations as requested.
- Prepare and present our comprehensive final report containing findings and recommendations to the Kane County Board, one of its Committees or its designee.

Section 3: Cost Proposal

Derek Poarch and Associates, LLC proposes to complete this engagement, addressing all of the project objectives in Section III of the RFP as well as all items and subsections of the Scope of Work in Section IV of the RFP items 1-5, including an on-site introductory meeting, data gathering and interviews of KaneComm staff and Stakeholders by two members of our team: our CEO and Principal Team Leader. Additionally, this proposal includes the firm returning at the end of the engagement to present our findings and recommendations to the Kane County Board, one of its Committees or its designee as desired.

Our cost proposal includes all labor, travel, data gathering, and analysis, including preparing a Staffing Study using the APCO International Project RETAINS platform, as well as administering, tabulating, and reporting the results of our proprietary organizational climate survey and preparing and presenting in person the final report of our findings and recommendations.

We propose to complete our engagement for the all-inclusive price of $69,060.15.

Section 4: Client References/Similar Agencies

We have included our list of references on the References form supplied in the RFP.

Section 5: Closing Statement

Derek Poarch and Associates, LLC values the opportunity to **partner** with Kane County on this critical assessment of KaneComm's operations. The decisions that follow this engagement will directly influence call handling efficiency, telecommunicator retention and workload, the organizational culture and future of KaneComm and ultimately the safety of the community.

We recognize that Kane County is not simply seeking an evaluation and a report driven by a standard report template given to many clients, but rather it is seeking clarity, direction, and confidence in a path forward from a thorough review and analysis, with findings and recommendations customized for Kane County's KaneComm.

Our distinction is grounded in experience. Our team brings direct, hands-on leadership in 9-1-1 emergency communications environments, allowing us to evaluate operations not only through data, but also through the practical realities your personnel face every day, 365 days a year. This perspective ensures that our recommendations are not theoretical, they are operationally sound, achievable, and built for real world applications.

While many consulting firms responding to this RFP study agencies, we run agencies like yours. While most firms' benchmark performance, we fix operational problems. While every firm will deliver you a report, we will deliver implementable change. While firms will proclaim that they are objective, we will be embedded and accountable. A "cookie cutter" review and a template report where the consultants leave after the engagement, never to be heard from again won't fix issues at KaneComm. Only a **partner**, with deep and current understanding of the issues facing 9-1-1 around the country and that is committed and in it for the long haul, can offer solutions to fix the issues facing KaneComm.

We understand that the value of this engagement will be measured not by the report delivered, but by the outcomes that follow. For that reason, our work is structured to produce a clear roadmap forward with actionable steps, defined impacts, and implementation considerations that Kane County can execute with confidence.

When selected, our firm will approach his engagement as we do all of our engagements, as a **partnership**. We will deliver recommendations that are informed by real world practicality, supported and sustainable, both short-term and long-term. Our inclusive and proven approach reduces resistance, strengthens alignment, and will accelerate meaningful progress.

Kane County and its citizens deserve more than an assessment. It deserves a **partner** committed to strengthening a mission critical service with practical, lasting results. Derek Poarch and Associates LLC are prepared to deliver that outcome.

We appreciate your consideration and welcome the opportunity to support Kane County by becoming your new "**Partner in Excellence**."

Derek K. Poarch, AS, BS, MCJ, CPE

Derek Poarch serves as the Chief Executive Officer (CEO) and Founder of Derek Poarch and Associates LLC, after serving more than twelve years as the Executive Director and CEO of APCO International, the world's oldest and largest public safety communications association.

Widely known for transforming troubled public safety organizations into high performing, culture driven agencies, Derek will lead the engagement for your organization.

At APCO, Derek led a team that grew membership from approximately 15,000 to over 40,000 persons while at the same time developing the much- heralded APCO IntelliComm criteria based, digital emergency medical dispatch system. APCO also developed the Certified Public Safety Executive Leadership Program (CPE) which has graduated more than 250 of the country's current and future 9-1-1 leaders.

A retired Chief of Police, Derek previously served as the Chief of the Federal Communications Commission's Public Safety and Homeland Security Bureau. There, Derek managed the bureau responsible for FCC activities pertaining to public safety, homeland security, emergency management and disaster preparedness. In his role at the Commission, he also served as the FCC Liaison to the White House Office of Homeland Security and was responsible for Continuity of Government (COG) and Continuity of Operations (COOP) within the FCC.

Derek previously served as the Director of Public Safety and Chief of Police at the University of North Carolina at Chapel Hill where he commanded a department of approximately 300 full and part-time employees providing police, security, parking, transportation and emergency communications services to a university community of 45,000. Derek began his public safety career at the Lenoir NC Police Department where he started as a Telecommunicator and worked his way up the ranks of the organization, leaving as the Major in charge of all police operations.

He holds an Associate's Degree in Police Science, a Bachelor's Degree in Social Science with a concentration in Criminal Justice and a Master's Degree in Criminal Justice. He graduated as a dean's scholar from the Southern Police Institute at the University of Louisville in 1992 and graduated from the Police Executive Research Forum's Senior Management Institute for Police in 2006.

Margie Moulin, AS, CPE

Margie Moulin is a distinguished leader in public safety communications with over three decades of experience, having served in roles from Telecommunications Specialist to Director of Emergency Communications of Southern Oregon (ECSO). Her career is marked by a steadfast dedication to excellence and the wellbeing of both the public and the professionals who serve within emergency communications centers (ECCs).

Margie's visionary leadership was instrumental in consolidating two multi-discipline ECCs into a single regional center, which now answers all 9-1-1 calls countywide and dispatches police, fire, and medical services for more than two dozen agencies—all achieved without a moment's interruption during the transition. She chaired a statewide legislative consolidation study and provided testimony to the Oregon State Legislature, where she also led legislative committees and advocated for increased funding for ECCs.

During her 16-year tenure as Director, Margie successfully championed a $28 million bond initiative for new, countywide radio infrastructure, benefiting all public safety agencies. Her expertise extends to national consulting, assisting ECCs with consolidation feasibility, operational assessments, staffing studies, and the establishment of new centers.

Margie's contributions to the profession are further amplified by her volunteer leadership. She has served as Vice President, President, and Immediate Past President of her state's APCO/NENA chapter, and as Oregon's representative on the APCO International Executive Council. In 2020, she was elected the 85th President of APCO International—the world's oldest and largest public safety communications association, with over 40,000 members—where she announced the creation of a health and wellness committee dedicated to supporting ECC personnel.

Through both firsthand experience and consulting opportunities, Margie brings knowledge and experience to Derek Poarch and Associates LLC in the following areas.

Organizational Assessment
Margie has conducted numerous organizational assessments, delivering comprehensive analyses that help emergency communications centers understand their current state and identify actionable strategies for improvement.

Emotional Intelligence Assessment
Margie is certified in conducting emotional intelligence assessments, including the EQ-i 2.0 and EQ 360. She has used these tools to help 9-1-1 professionals understand and develop their emotional intelligence, enhancing both their workplace performance and leadership effectiveness.

Staffing Studies
Margie's experience includes conducting staffing studies, both for her personal career development and for 9-1-1 clients through her consulting services. She utilizes recognized methodologies such as APCO RETAINS, delivering detailed analyses tailored to the unique needs of each agency. Her work provides agencies with actionable insights to optimize staffing and operational efficiency

Margie holds an Associate Degree in Business Management and is an APCO Certified Public-Safety Executive (CPE). She is a recipient of Life Membership in both the Oregon Chapter of APCO/NENA and APCO International. Margie is also certified in EQi and EQ360 through Multi-Health Systems Inc.

Angela Batey, BS, MS, CPE

Angela Batey brings more than three decades of public safety leadership experience to her role as Senior Consultant with Derek Poarch & Associates LLC, where she supports clients in the areas of organizational leadership, training development, staffing analysis, and strategic transformation within emergency communications environments.

Angela began her career as a frontline communications officer and advanced through the ranks to serve as Director of the Office of Professional Standards at the Georgia Public Safety Training Center (GPSTC). In this role, she advises the Executive Director on matters related to personnel policy, organizational integrity, and strategic initiatives.

Over her 30+ year career, Angela has designed, delivered, and overseen training for tens of thousands of public safety professionals. As Curriculum Services Manager at GPSTC, she managed the development and implementation of statewide public safety curriculum, including law enforcement and 9-1-1 communications training, serving a diverse student population over 365,000 annually.

Angela is a past President of APCO International, where she provided strategic leadership to one of the largest public safety communications organizations in the world.

Angela's expertise directly supports the core service lines of Derek Poarch & Associates:

Organizational Assessments: She has conducted in-depth evaluations of underperforming teams, recommended structural and cultural reforms, and led successful turnaround efforts at GPSTC and within national organizations such as APCO International.

Executive Search: Angela managed the national search process for APCO's Executive Director, which included hundreds of candidates and leading a rigorous, high-stakes selection process.

Leadership Team Development: She develops and delivers executive and supervisory training aligned with agency goals, with an emphasis on culture, communication, and high performance leadership.

Staffing Studies: A trained facilitator in APCO's Project RETAINS toolkit, Angela has advocated for improved staffing through data-driven analysis and currently helps train others in the benefits of the toolkit.

Curriculum Design & Training Strategy: Angela is a recognized expert in curriculum development for adult learners, having designed high-impact, standards-based programs in classroom, online, and blended formats.

Angela holds a Master of Science in Adult and Post-Secondary Education from Troy University, and a Bachelor of Science in Criminal Justice from Saint Leo University. She is a Certified Public Safety Executive (CPE). She is currently a candidate in the Doctor of Public Safety program at Middle Georgia State University.

Jason E. Kern, CPE

As a 30+ year inspirational leader in public safety communications, Jason Kern continues to push himself and those he works alongside to create positive change in a rapidly evolving industry.

During his three decades of public service, he has bolstered extensive experience in Law Enforcement, Fire/EMS, Emergency Management, Legislative, Project Management and most notably 9-1-1 Public Safety Communications.

Recently, Kern has taken on the role of the founding Executive Director at Lake Consolidated Emergency Communications (LakeComm) in Libertyville, IL. LakeComm is a brand new regional consolidated emergency communications center (ECC) that will consolidate seven current ECCs to serve over 30 agencies with a residential population of 485,000 in an area over 400 square miles in Lake County, just north of Chicago, IL.

Prior to taking the position at LakeComm, Kern was the longest serving Executive Director at Southeast Emergency Communications (SEECOM) in Crystal Lake, Illinois. SEECOM is a regional consolidated emergency communications center (ECC) approximately 50 miles northwest of Chicago providing services to a dozen agencies in an area covering more than 100 square miles with over 200,000 residents. Since his arrival in 2015, SEECOM's dedicated staff and management team have accredited their emergency medical dispatch program through the International Academies of Emergency Dispatch (IAED) and certified their training program through the Association of Public-Safety Communications Officials (APCO) each three times. Through a robust mentoring, training, and quality assurance environment, SEECOM and its staff have changed its culture, improved performance, and prepared individuals for future leadership positions within the ECC and industry.

Holding Senior and Life Member designations with APCO International and Illinois APCO, Jason has spent over two decades advocating for public safety communications on local, state, national and international groups. Most recently he completed a term as the 86th President of APCO International in August 2022. During this time, he continued to champion for several issues including dispatcher reclassification, funding for Next Generation 9-1-1, health and wellness in our nation's 9-1-1 centers, and the creation and inception of a Diversity, Inclusion, Civility and Equity (DICE) workshop through APCO.

His notable certifications include Certified Public Safety Executive (CPE) and Registered Public Safety Leader (RPL) through APCO; Emergency Number Professional (ENP) through the National Emergency Number Association (NENA); and Communications Unit Leader (COML).

Derek Poarch & ASSOCIATES LLC

Your Partner in Excellence

PROFESSIONAL SERVICES AGREEMENT

RFP 26-025-TK: 9-1-1 Operational Assessment and Consulting Services for KaneComm.

This Professional Services Agreement ("Agreement") is made and entered into as of the _____ day of _____ 2026 ("Effective Date"), by and between:

Kane County, Illinois, a unit of local government ("County"), on behalf of KaneComm, its emergency communications agency, and
Derek Poarch and Associates, LLC, a limited liability company ("Consultant").

The County and Consultant may be referred to individually as "Party" and collectively as the "Parties."

1. AWARD OF CONTRACT

Pursuant to Request for Proposal RFP 26-025-TK, the County hereby awards Consultant the contract for **9-1-1 Operational Assessment and Consulting Services for KaneComm.** Consultant agrees to perform the services described herein in accordance with the terms of this Agreement.

2. CONTRACT AMOUNT

The total compensation for all services under this Agreement shall not exceed:
Sixty-Nine Thousand Sixty Dollars and Fifteen Cents ($69,060.15)

3. TERM

The term of this Agreement shall commence on the Effective date and continue until completion of the services, not to exceed one (1) year, unless terminated earlier in accordance with this Agreement.

County reserves the right to renew this Agreement for three (3) additional one (1) year periods if mutually agreed by both parties. For any year beyond the initial Agreement, the additional Agreement is contingent on the appropriation of sufficient funds by the Kane County Board.

4. PROJECT OBJECTIVES

The primary objectives of this engagement are as follows:

A. Evaluating current 9-1-1 center standard operating procedures and service delivery methods;
B. Assessing staffing levels, scheduling practices, and workload distribution;
C. Identifying factors that influence employee recruitment, retention, and workplace culture;
D. Reviewing organizational structure, communication practices, and management/supervisory methods;
E. Explore viability and potential benefits and disruption associated with merger;
F. Providing recommendations to support short-term stabilization and long-term sustainability.

5. SCOPE OF WORK

Consultant agrees to conduct a comprehensive operational review of KaneComm's emergency communications center. The scope of work shall include:

A. Conduct an assessment of staffing levels, scheduling practices, hiring processes and training methods.
B. Evaluate morale, workplace culture, and employee retention.
C. Evaluate current standard operation procedures against industry standards, best practices and area benchmarks and assess if changes may be made to improve efficiency and/or service delivery.
D. Review organizational and managerial structure and effectiveness.
E. Evaluate the viability of a center merger.

6. DELIVERABLES

Consultant shall deliver a comprehensive report including the findings from analysis followed by recommendations for improvements for Scope of Work A-D above. The report will be categorized into Short-Term Operational Recommendations which can be implemented in 0-12 months and Long-Term Operational Recommendations that can be implemented in 1-3 years.

7. SHALL NOT RECRUIT

Contractor nor any of its employees shall recruit any staff from Kane County nor KaneComm during the term of this Agreement and for a period of two years after the expiration of this Agreement.

8. PAYMENT TERMS

County agrees to pay the Contractor on a monthly basis upon receipt of invoices from the Contractor.

9. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee of the County. Consultant shall have full control over the manner and means of performing the services. Recommendations made by the Consultant to the County are non-binding and any decisions made by the County as a result of recommendations from the Consultant are at the exclusive purview of the County.

10. COMPLIANCE WITH LAWS

Consultant agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including those applicable to public contracts in the State of Illinois.

11. CONFIDENTIALITY

Consultant shall maintain the confidentiality of all sensitive or confidential information obtained during the course of the engagement.

12. TERMINATION

The County may Terminate this Agreement for convenience or cause upon written notice. Consultant shall be compensated for work performed up to the date of termination.

13. INSURANCE

Consultant shall maintain appropriate insurance coverage, including general liability and professional liability insurance, during the course of this engagement in amounts specified by the County and agreed to by the Consultant.

14. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the County from any claims, damages or liabilities arising out of Consultant's performance under this Agreement, to the extent permitted by law.

15. ENTIRE AGREEMENT

The Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations or Agreements related to this engagement.

16. AMENDMENTS

This Agreement may be amended only by a written document signed by both parties.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

KANE COUNTY, ILLINOIS

By:

_____
Name

_____
Title

_____
Date

DEREK POARCH AND ASSOCIATES, LLC

By:

_____
Name

_____
Title

_____
Date

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ZONING PETITION NO. TMP-26-485

PETITION # 4682 PETITIONER: JOSE BARAJAS AND ANAHI TEPOX

Petition #: 4682
Committee Flow: Development Committee, Kane County Board
Contact: Natalie Zine, B&Z Division Manager P: 630-232-3494 E: zinenatalie@kanecountyil.gov
Petitioner: Jose Barajas and Anahi Tepox
Location: 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005)
Proposed: 1) Rezoning from F-District Farming to F1-District Rural Residential; and 2) Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing.
2040 Plan: Agricultural
Objectors: Village of Kaneville, Kaneville Township, area property owners.
Recommendations:
Regional Planning Comm.: N/A
Zoning Board: Approval w/ Stipulations
Development Committee: Approval w/ Stipulations (Passed 7-1)

Summary:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Petition No. 4682

Committee Flow:
Development Committee, County Board

Contact:
Natalie Zine, B&Z Division Manager P: 630-232-3494 E: zinenatalie@kanecountyil.gov

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? N/A	

Summary:

The applicant is requesting a rezoning of the subject property from F-District Farming to F1-District Rural Residential for the existing farmhouse, as well as a portion of the property to F2-District Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for landscaping businesses at 3S480 Harter Road, Kaneville Township (PIN: 10-36-400-005)

Zoning Petition No. 4682

Jose Barajas & Anahi Tepox

DEVELOPMENT COMMITTEE

April 21, 2026

Kane County Board District – 05 Bill Lenert

KANE COUNTY, ILLINOIS

ESTABLISHED JANUARY 16, 1836

Petition Summary

Applicant Name

- Jose Barajas and Anahi Tepox

Zoning Request(s)

- Rezoning from F-District Farming to F1-District Rural Residential; and
- Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing.

Subject Property

- 3S480 Harter Road, Elburn, IL 60119, Kaneville Township, unincorporated Kane County (PIN: 10-36-400-005)

Property Owner

- Jose Barajas and Anahi Tepox

Kane County Board District

- 05 Bill Lenert

Petition Summary cont.

Application Documents

- A Zoning Petition Application was received by the County on April 4, 2025. All received application documents for the Petition are available for review on the Zoning Petitions page of the Kane County website.

Public Hearing

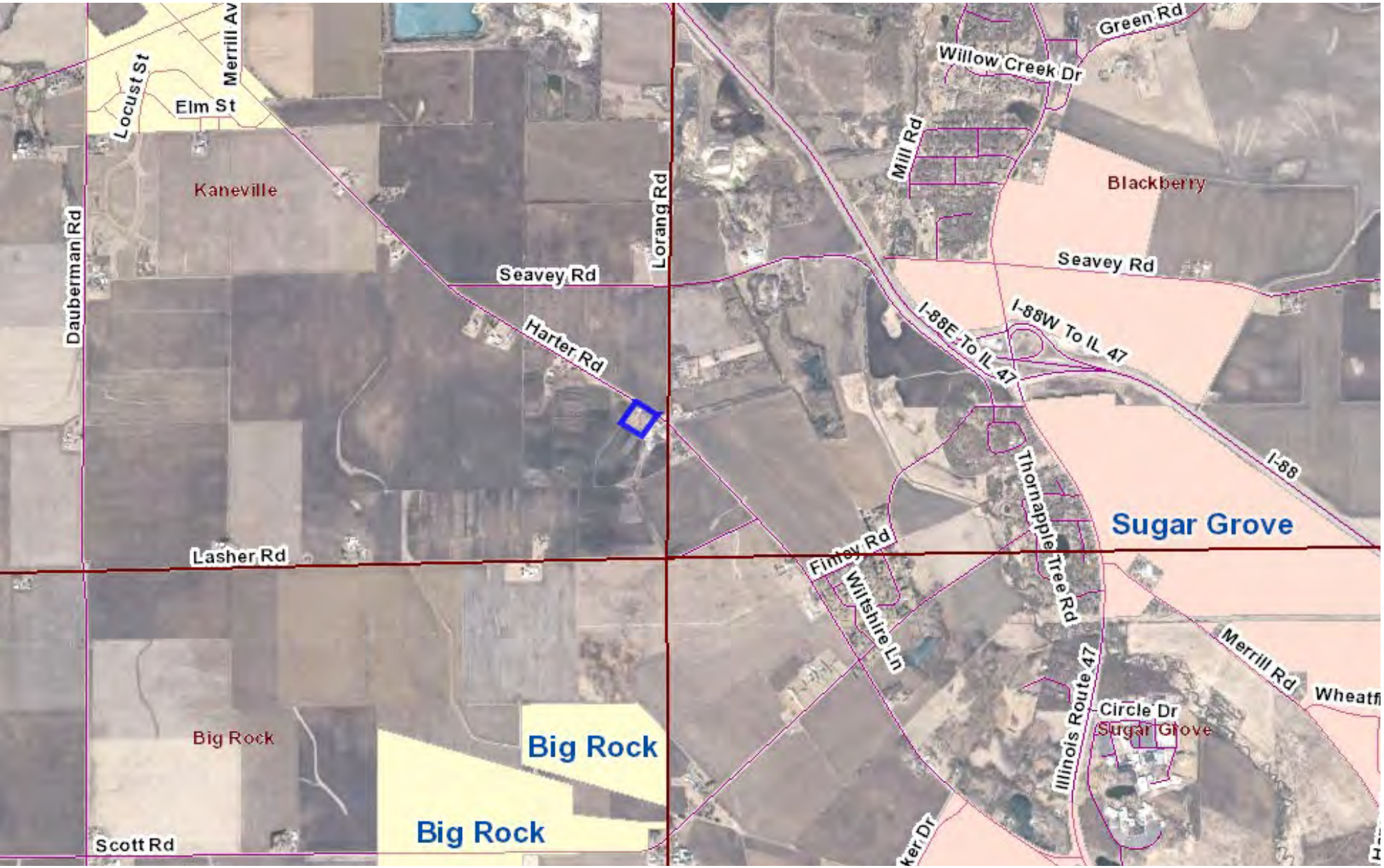
- This Petition was scheduled for a public hearing at the Zoning Board of Appeals on **April 7, 2026**

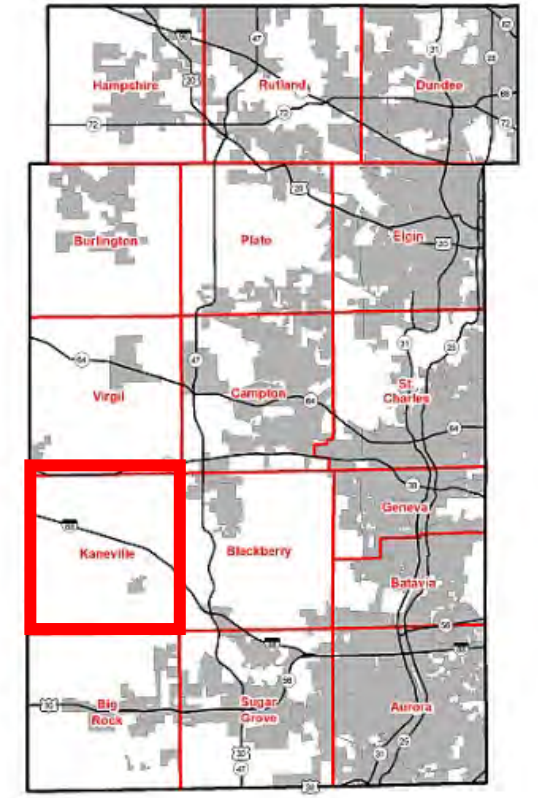
Notice Requirements

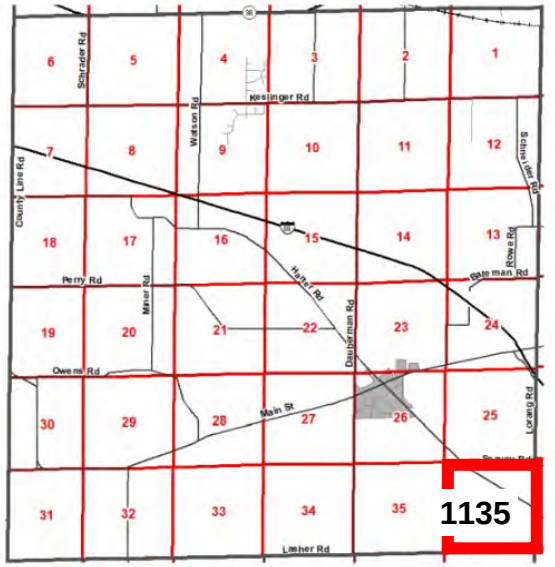
- A notice letter was mailed to all adjacent property owners within 250' of the subject property on **March 20, 2026**
- A notice sign was posted on the subject property on **March 20, 2026**
- Notice was published in the Daily Herald newspaper on **March 22, 2026**

- In addition to adjacent property owners, notice of this Petition was also sent to Kane County staff, the Kane County Forest Preserve, Kaneville Township Supervisor and Township Highway Commissioner, the Villages of Big Rock, Kaneville and Sugar Grove, School District 302, and the Kaneville Fire District.

Location Map







Kaneville Township – Section 36 / Kane County Board District 05 (Bill Lenert)

Harter Rd
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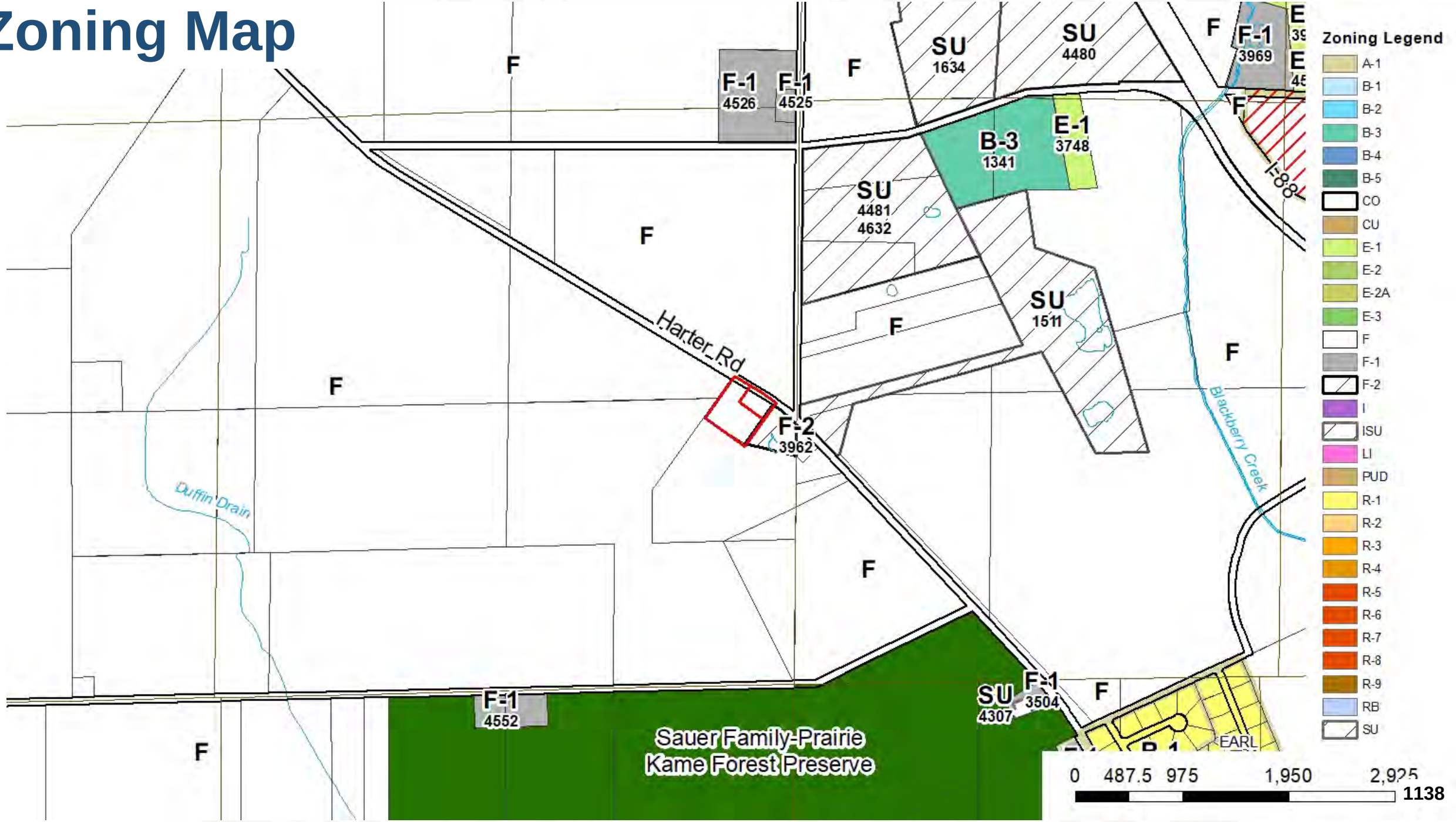
250
500
1,000
1,500

Harter Rd
0
50
100
200
300

Zoning Map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F-1 4526
F-1 4525
SU 1634
SU 4480
F-1 3969
B-3 1341
E-1 3748
I-88
SU 4481 4632
SU 1511
Harter Rd
F-2 3962
Duffin Drain
Blackberry Creek
F-1 4552
Sauer Family-Prairie
Kame Forest Preserve
SU 4307
F-1 3504
EARL
Zoning Legend
A-1
B-1
B-2
B-3
B-4
B-5
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CU
E-1
E-2
E-2A
E-3
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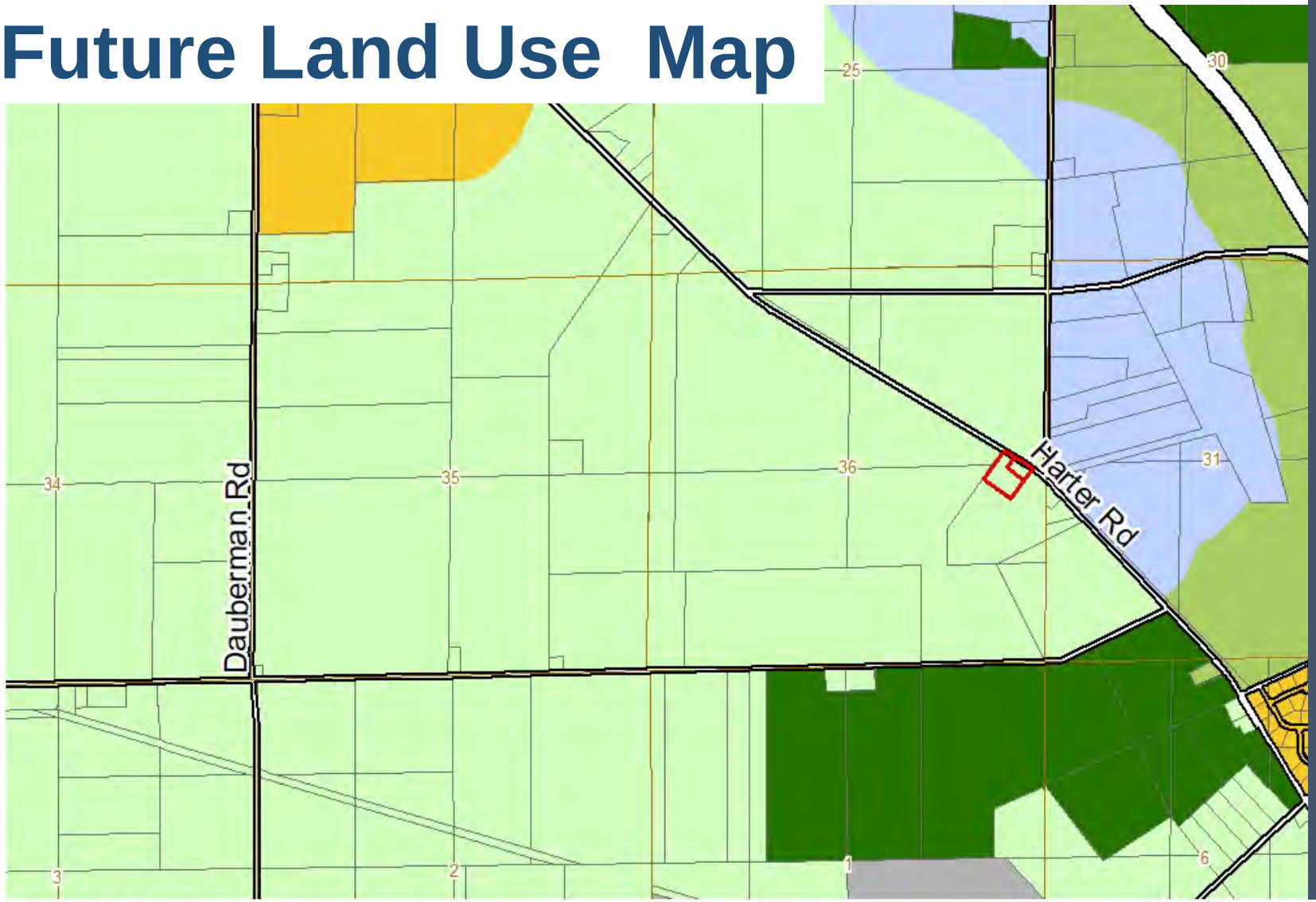
Future Land Use Map

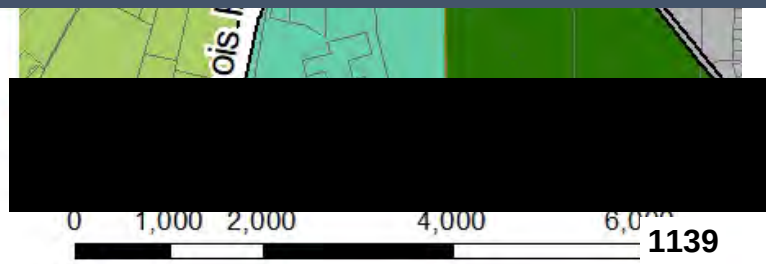


Analysis

- The Agriculture, Food, and Farm chapter of the Kane County 2040 Plan recognizes that “agribusiness, farm support services, and other related uses” that benefit from proximity to agricultural operations.
- The proposed landscaping business includes a production operation – growing plants for sale – which would be consistent with other agriculturally aligned businesses that operate in areas of the county planned for Agriculture.
- **The site fall’s within the Village of Big Rock’s 1.5 mile area of planning jurisdiction and is classified as Estate Residential by the Village’s Future Land Use Map.**

2040 Land Use

- Agricultural Business
- Agriculture
- Commerce / Employment
- Countryside / Estate Residential
- Proposed Open Space
- Resource Management
- Existing Public Open Space
- Institutional / Private Open Space
- Rural Residential
- Urban Neighborhood / Mixed Use Infill
- Water
- Municipalities



Project Narrative & Site Plan

PROJECT NARRATIVE

Jose Juan Barajas and Anahi (Ana) Tepox own and live at the property commonly known as 3S480 Harter Road, Elburn, Kane County, Illinois. The property is currently zoned F and they seek to change the zoning to F2. The rezoning is so that they can operate a landscaping business that they own. The landscaping business is an offsite landscaping business, there will be no retail sales on site.

The business has 7 employees with 1-2 more planned. There are three owners of the landscape business, Timber Tree Specialists and Jim's Lawn Maintenance Corp.

They have or will have equipment as follows:

Bobcats – 1 or 2

Chipper – 1

6 wheel dump truck – 2

Equipment trailers – 2

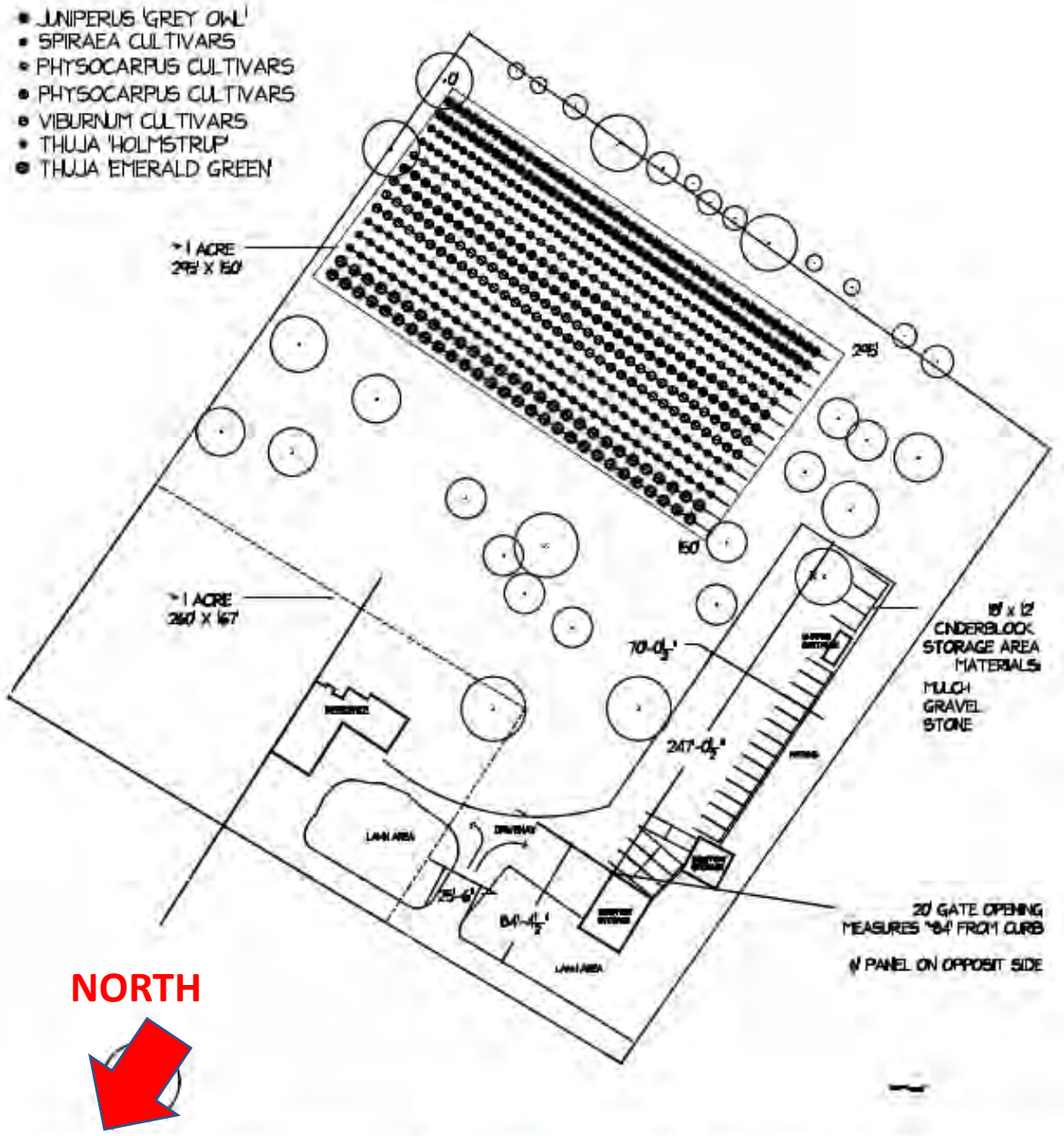
Bucket truck - 1

They plan to install outside storage bins for mulch, gravel and soil. They also plan to plant 1 acre of the property with trees, bushes and shrubs for sale to customers of the landscaping business.

Hours of operation will be 7 am arrival and 6 pm return to site. All work is done off site.

There is another landscaping business zoned F2 directly to the east of their property and the other surrounding properties are farmland.

No additional structures are planned for the site.



Harter Rd
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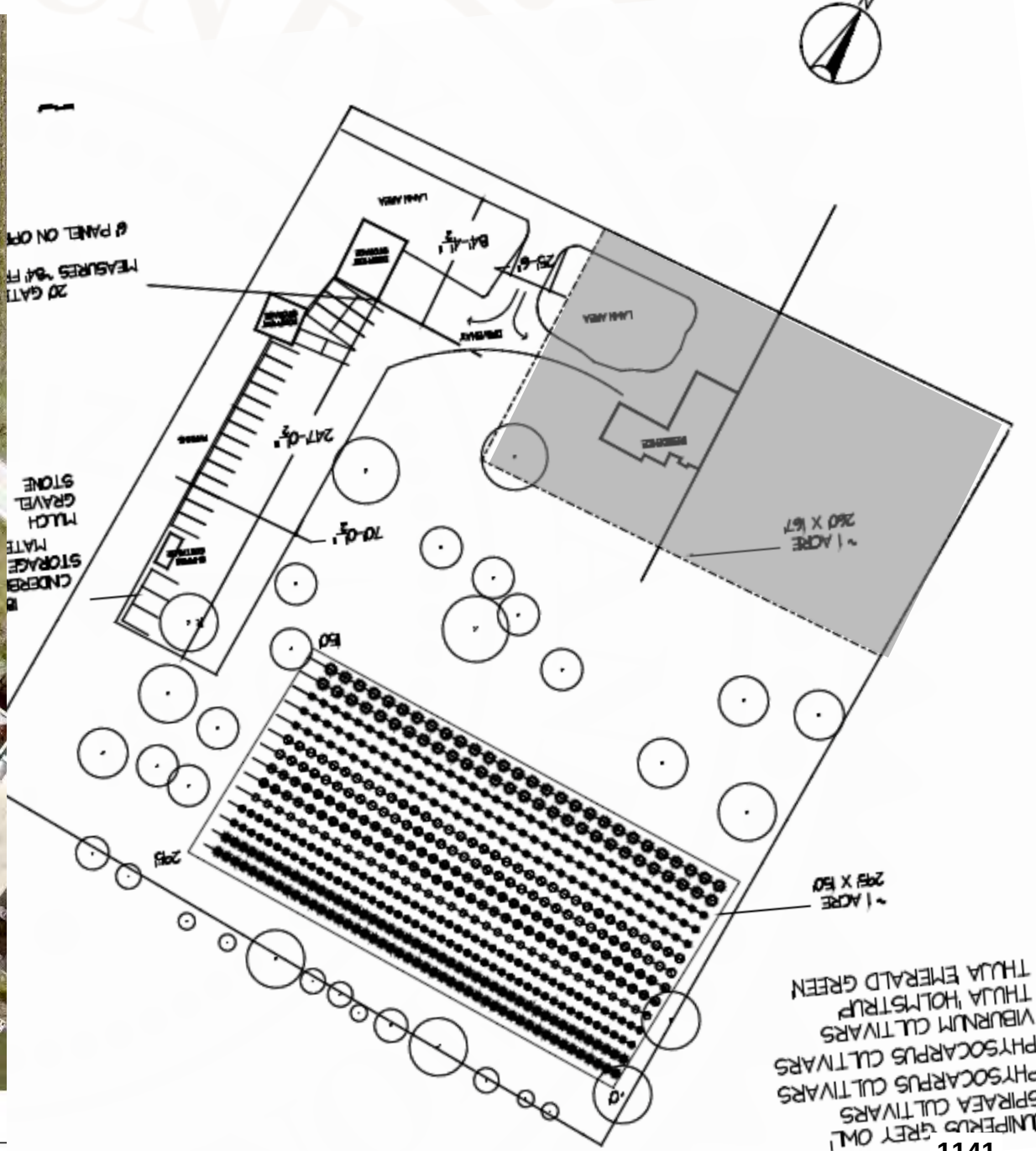
~1 ACRE
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~1 ACRE
294 X 150
LUNA AREA
DRIVEWAY
TULIPEROUS GREY OWL
SPIRAEA CULTIVARS
PHYSOCARPUS CULTIVARS
PHYSOCARPUS CULTIVARS
VIBURNUM CULTIVARS
THUJA 'HOLMSTRUP'
THUJA EMERALD GREEN

Review Comments

WATER RESOURCES

- The site will require a Stormwater Permit. A Best Management Practice or Practices designed by a licensed Professional Engineer in the State of Illinois will be required for all impervious surfaces added to the site since 2002. The proposed site plan appears to be below the threshold for Stormwater Detention however if at any time improvements on the site result in 25,000 sq ft or more of impervious area cumulatively since 2002 the owner shall provide Stormwater Detention with a viable outfall for all disturbed areas.
- A drain tile investigation shall be required. Tile shall be evaluated and any aging systems shall be replaced and if necessary rerouted within the site. Observation and clean out structures for the drain tiles will be required. A Conservation and Drainage Easement will be required over the tile system.
- The site contains a flood route. This flood route shall be preserved. No storage or fill shall obstruct the flood route.

TRANSPORTATION

- The Petitioner shall obtain a minimum use access permit from KDOT for the widening of the commercial access. There shall be no building construction within 60 feet of the Harter Road centerline.

ENVIRONMENTAL HEALTH

- Any additional use of property's restrooms by employees or customers shall require an evaluation of the septic system for suitability to support extra use; any construction shall prevent damage to the existing septic system and well by marking their locations and roping off during construction; driving over the septic field with any vehicles or mechanical equipment shall be avoided to prevent damage to the system; and any well and/or septic tank shall be protected and accessible for servicing.

Review Comments cont.

ZONING

- Any existing structure located within the future right-of-way that is damaged or destroyed by more than fifty percent (50%) shall be reconstructed only in compliance with the Kane County Zoning Ordinance and the required setback from the future right-of-way.
- The petitioner shall continuously maintain growing stock (i.e., trees, shrubs, and other plant materials cultivated on-site for sale) on the property. Operation of a landscape business without growing stock shall constitute a zoning violation.
- The petitioner shall install all required growing stock within the first full growing season following approval of the zoning petition by the Kane County Board.
- The petitioner shall replace any dead or damaged trees along the roadway as necessary to maintain required screening.
- The petitioner shall install and continuously maintain landscape screening along the western property line in all areas where materials, vehicles, or equipment are stored.
- The petitioner shall not store any inoperable vehicles on the property, in accordance with the Kane County Property Maintenance Code.
- The petitioner shall submit building permit applications for all existing structures constructed without permits within three (3) months of approval of the zoning petition by the Kane County Board.

Note: Section 25-4-8-5 of the Zoning Ordinance provides that in any case where a special use has not been established (substantially under way) within one year from the date of granting thereof, then, without further action by the county board, the special use or authorization thereof shall be null and void, unless in the opinion of the zoning enforcing officer circumstances beyond the control of the permittee indicate that establishment of the use has been impossible.

Additional Reports

EcoCAT Report: Illinois Department of Natural Resources (IDNR)

- The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation is terminated.

NRI Report: Kane-DuPage Soil & Water Conservation District (SWCD)

- LESA score reflects a Low Protection effort warranted for this property.

Municipal Comments

Village of Big Rock

- None as of 4/7/26

Village of Sugar Grove

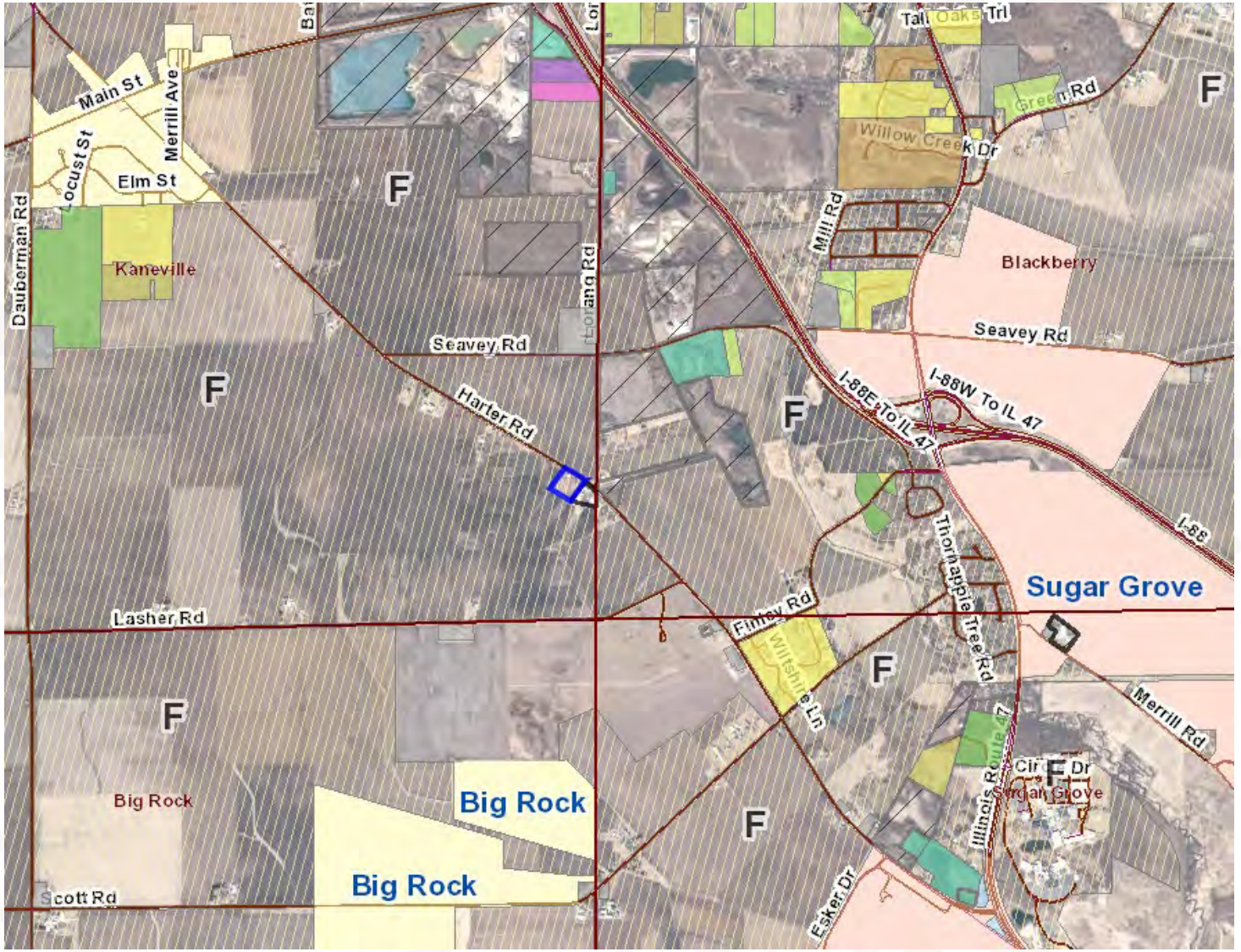
- None as of 4/7/26

Village of Kaneville

- Letter of Objection Received

Kaneville Township

- Letter of Objection Received



Public Comment

Copies of any submitted written public comment are available for review on the Zoning Petitions page of the Kane County website under **Zoning Petition No. 4682**.

- 4682_Public Comment_Kaneville Letter of Objection (04-07-2026).pdf
- 4682_Public Comment_Kaneville Township Letter of Objection (04-03-2026).pdf
- 4682_Public Comment_Kaneville Tree Farms Letter of Objection (04-07-2026).pdf

Recommended Stipulations of Approval (full list)

1. (Water Resources) The site will require a Stormwater Permit. A Best Management Practice or Practices designed by a licensed Professional Engineer in the State of Illinois will be required for all impervious surfaces added to the site since 2002. The proposed site plan appears to be below the threshold for Stormwater Detention however if at any time improvements on the site result in 25,000 sq ft or more of impervious area cumulatively since 2002 the owner shall provide Stormwater Detention with a viable outfall for all disturbed areas.
2. (Water Resources) A drain tile investigation shall be required. Tile shall be evaluated and any aging systems shall be replaced and if necessary rerouted within the site. Observation and clean out structures for the drain tiles will be required. A Conservation and Drainage Easement will be required over the tile system.
3. (Water Resources) The site contains a flood route. This flood route shall be preserved. No storage or fill shall obstruct the flood route.
4. (Transportation) The Petitioner shall obtain a minimum use access permit from KDOT for the widening of the commercial access. There shall be no building construction within 60 feet of the Harter Road centerline.
5. (Health) Any additional use of property's restrooms by employees or customers shall require an evaluation of the septic system for suitability to support extra use; any construction shall prevent damage to the existing septic system and well by marking their locations and roping off during construction; driving over the septic field with any vehicles or mechanical equipment shall be avoided to prevent damage to the system; and any well and/or septic tank shall be protected and accessible for servicing.

Recommended Stipulations of Approval cont.

6. (Zoning) Any existing structure located within the future right-of-way that is damaged or destroyed by more than fifty percent (50%) shall be reconstructed only in compliance with the Kane County Zoning Ordinance and the required setback from the future right-of-way.
7. (Zoning) The petitioner shall continuously maintain growing stock (i.e., trees, shrubs, and other plant materials cultivated on-site for sale) on the property. Operation of a landscape business without growing stock shall constitute a zoning violation.
8. (Zoning) The petitioner shall install all required growing stock within the first full growing season following approval of the zoning petition by the Kane County Board.
9. (Zoning) The petitioner shall replace any dead or damaged trees along the roadway as necessary to maintain required screening.
10. (Zoning) The petitioner shall install and continuously maintain landscape screening along the western property line in all areas where materials, vehicles, or equipment are stored.
11. (Zoning) The petitioner shall not store any inoperable vehicles on the property, in accordance with the Kane County Property Maintenance Code.
12. (Zoning) The petitioner shall submit building permit applications for all existing structures constructed without permits within three (3) months of approval of the zoning petition by the Kane County Board.

F-1 Rezoning Standards

Section 25-8-2-3 of the Kane County Zoning Ordinance provides that that the Zoning Board of Appeals shall not recommend a rezoning to this district classification unless the applicant presents clear and convincing evidence to the Zoning Board of Appeals that the property sought to be rezoned is not suitable for agricultural use.

The Zoning Board of Appeals in determining suitability of property for agricultural use shall make findings of fact with respect to the following:

A. Existence of nonprime farmland based on the Kane County soil survey and the important farmlands map, prepared by the U.S. Department of Agriculture, Soil Conservation Service and other applicable sources;
B. Topography;
C. Manmade and physical features which may serve as barriers;
D. Vegetative cover;
E. Parcel size;
F. Adjacent land uses.

F2 Rezoning / Special Use Standards

Section 25-4-8-2 of the Kane County Zoning Ordinance provides Standards for Special Use Permits; responses to these Standards have been provided by the Petitioner with their Zoning Application. The Zoning Board of Appeals shall not recommend approval of a special use unless it finds:

A. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;

B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

D. That adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided;

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads;

F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

Zoning Board of Appeals (ZBA) Summary

The Kane County Zoning Board of Appeals, at a public hearing on April 7, 2026, duly heard the testimony of the petitioner and others in connection with **Zoning Petition No. 4682**.

A motion was made by Michael Stoffa and seconded by David Schultz to:
(1) Recommend approval of Zoning Petition No. 4682, by Jose Barajas and Anahi Tepox, requesting a rezoning from F-District Farming to F1-District Rural Residential on the subject property located at 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005).

- **The motion PASSED by a vote of 7 to 0 with 0 abstention(s) and 1 absent.**

A motion was made by Bill Wilson and seconded by Burt Natkins to:
(2) Recommend approval of Zoning Petition No. 4682, by Jose Barajas and Anahi Tepox, requesting a rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing, on the subject property located at 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005), with the recommended Stipulations of Approval.

- The ZBA established their Findings of Fact (provided in the packet) and voted to adopt them.
- **The motion PASSED by a vote of 7 to 0 with 0 abstention(s) and 1 absent.**

Staff received written objections to the Zoning Petition and some members of the public were present at the public hearing to give testimony in opposition to the petition. Testimony in favor of the project was heard from the Petitioner.

Zoning Entitlement Process

DEVELOPMENT COMMITTEE

This Petition will be considered by the Development Committee at its meeting currently scheduled for:
10:30 a.m., Tuesday, April 21, 2026 in the Auditorium Room, Building A, 1st Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois.

Persons in favor of or in opposition to this petition who wish to speak before the Development Committee should register to speak by submitting a Request to Speak Form on the Kane County website no later than 12:00pm on the day prior to the meeting.

KANE COUNTY BOARD

This Petition will be considered by the full Kane County Board at its meeting currently set for:
9:45 a.m., Tuesday, May 12, 2026 in the Auditorium Room, Building A, 1st Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois.

Persons in favor of or in opposition to this petition who wish to speak before the County Board should register to speak by submitting a Request to Speak Form on the Kane County website no later than 12:00pm on the day prior to the meeting.

COUNTY OF KANE

DEVELOPMENT & COMMUNITY SERVICES DEPARTMENT

Kane County Government Center
719 S. Batavia Ave, Geneva, IL 60134 - Building A | (630) 232-3485

PETITION SUMMARY

MTG DATE: April 21, 2026

TO: Kane County Development Committee

FROM: Keith Berkhout, Zoning Planner

SUBJECT: Petition No. 4682

GENERAL INFORMATION

APPLICANT
Jose Barajas and Anahi Tepox

ZONING REQUEST(S)
1. Rezoning from F-District Farming to F1-District Rural Residential; and
2. Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing.

SUBJECT PROPERTY
3S480 Harter Road, Kaneville Township (PIN 10-36-400-005)

PROPERTY OWNER
Jose Barajas and Anahi Tepox

COUNTY BOARD DISTRICT
05 Bill Lenert

PROJECT DESCRIPTION
The Applicant is requesting a rezoning of the subject property from F-District Farming to F1-District Rural Residential for the existing farmhouse, as well as a portion of the property to F2- District Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a landscaping business.

SUBMITTAL DOCUMENTS
An application requesting the rezoning was received by the County on April 4, 2025. All received application documents for Petition No. 4682 are available for review on the Zoning Petitions page of the Kane County website.

PUBLIC NOTICE
A Notice Letter was sent to all adjacent property owners within 250' of the subject property on March 21, 2026. Notice was published in the Daily Herald newspaper on March 23, 2026. And, a public hearing sign was posted on the subject property on March 21, 2026. A follow up notice letter to adjacent property owners was mailed out on March 31, 2026.

In addition to adjacent property owners, notice of this Petition was also sent to Kane County staff, Kaneville Township, the Kane County Regional Planning Commission, School District 302, and the Kaneville Fire Protection District.

REVIEW & ANALYSIS

ZONING

The subject property is currently zoned F-Farming District. The property is in an area comprised mostly of farmland with scattered farmettes, similar to the subject property. There have been no other zoning actions granted on the subject property in the past.

Request #1: Rezoning from F-District Farming to F1-District Rural Residential

Section 25-8-2-2 of the Kane County Zoning Ordinance provides that the following uses are permitted in the F1-District:

A. Agricultural uses, as defined herein. Neither animals nor poultry may be housed, stabled, or yarded closer than one hundred feet (100') from any residence other than that of the owner or user of the property; roosters, pea-fowl and guinea fowl may not be kept on properties less than five (5) acres in size.
B. One-family dwellings.
C. Accessory uses to one-family dwellings.
D. Signs permitted and as regulated in subsection 25-9-5-1B of this chapter.
E. Farm stand (one portable) primarily for the display and sale of agriculture or food products which are produced on the premises, provided that the use be established with the County, that the structure meets setback requirements, and that any required permits be issued. (Ord. 22-355, 10-11-2022)

Section 25-8-2-3 of the Kane County Zoning Ordinance provides that that the Zoning Board of Appeals shall not recommend a rezoning to this district classification unless the applicant presents clear and convincing evidence to the Zoning Board of Appeals that the property sought to be rezoned is not suitable for agricultural use.

The Zoning Board of Appeals in determining suitability of property for agricultural use shall make findings of fact with respect to the following:

A. Existence of nonprime farmland based on the Kane County soil survey and the important farmlands map, prepared by the U.S. Department of Agriculture, Soil Conservation Service and other applicable sources;
B. Topography;
C. Manmade and physical features which may serve as barriers;
D. Vegetative cover;
E. Parcel size;
F. Adjacent land uses.

Section 25-8-2-4 of the Kane County Zoning Ordinance also provides that every one-family detached dwelling hereafter erected in the F-1 District shall be located on a tract of land having an area of not less than one acre nor more than forty (40) acres.

The rezoning to F-1 is for the existing home. No additional homes will be built as part of this request and no farmland will be taken out of production. If the property were ever divided the rezoning would ensure the existing residential use would be in conformance with the Zoning Ordinance.

Request #2: Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing

Section 25-8-3-2 of the Kane County Zoning Ordinance provides that the following special uses may be allowed in the F2 District:

A. Agriculturally related research and facilities;
B. Contract sorting and grading services for grains, fruits, vegetables and other agricultural products;
C. Shelling, drying, baling and threshing of agricultural crops;
D. Horticultural services;
E. Preparation of feeds for animals and fowl;

F. Livestock sales facilities, including auctions;
G. Grain elevators and bulk storage of feed grains;
H. Fertilizer production, sales, storage, mixing and distribution;
I. Repair of farm machinery, implements and related farming equipment;
J. Adult-use cannabis craft growers, cultivation centers, infusers, and processors.
K. Adult-use cannabis transporters, if in combination with a craft grower, cultivation center, infuser and/or processor.
L. In order to utilize land, lots, buildings or structures, which might remain unused or unoccupied by uses otherwise permitted in this district, an "interim special use" may be established in accordance with the requirements set forth in section 25-4-8 of this chapter. In addition to the standards set forth in subsections 25-4-8-2A through F of this chapter, the interim special must be compatible with the character and intensity of other structures and uses permitted in this district. In its recommendation to the County Board, in addition to the standards set forth in subsections 25-4-8-2A through F of this chapter, the Zoning Board of Appeals shall also find that the proposed interim special use would be compatible with other uses permitted in this district. An interim special use shall be authorized for a limited period of time only, not to exceed five (5) years;
M. Interim use for a limited period of not more than five (5) years specifically for the cultivation of controlled substances licensed by the State of Illinois.
N. Agritourism, Intensive, as defined herein. (Ord. 19-421, 12-10-2019; Ord. 21-224, 4-13-2021; Ord. 22-355, 10-11-2022)

The proposed F-2 rezoning would be in keeping with Special Use A. as defined above. Kane County encourages and supports agricultural production and development. The growing stock of this business, as with others that have been approved over the years, will continue the enhancement and beautification of properties throughout the County with locally grown stock.

FUTURE LAND USE

The subject property is designated as an area planned predominately as Agricultural. These areas generally contain priority farmland or farmland of statewide importance as defined by the Illinois Department of Agriculture. Some of the land in the agricultural category is also used for farmsteads, very low-density residential uses or small specialty farms, community-based agriculture and other means of growing fresh produce, meat and animal products for local consumption. These uses provide fresh and healthy food options for local farmers markets, grocery stores, restaurants and personal consumption.

A long-standing strategy of the 2040 Plan is to prevent the conversion of these areas to non-agricultural uses. The plan recognizes that some of the land in the agriculture land use category is not well suited for agriculture because of soil productivity, topography, vegetation, man-made barriers, etc., and, therefore, could be more suitable for other purposes. Further, the plan recognizes that many farmers and agricultural landowners may wish to create an additional lot or erect a dwelling unit for a family member on a portion of their land which is indicated as agricultural. However, any new lot would be subject to review according to the F-1 Rural Residential criteria of Section 8.2-3 and the factors of Section 8.2-4.

An overriding policy of Kane County is to support agriculturalists, on the land they operate, thereby enhancing the prosperity, efficiency and continued long-term health of agricultural activities in Kane County. With respect to these types of situations and where clear and convincing evidence is provided, Kane County policy supports individual residential land uses on property that is adequately suited for the intended use; the soils are suitable for wastewater disposal; the use will not impair the drainage of surface or sub-surface water; access will not create dangerous traffic conditions or congestion; the use will not be injurious to the use and enjoyment of other property or diminish property values in the area; and the use will not interfere with normal agricultural practices on adjoining lands.

The Agriculture, Food, and Farm chapter of the Kane County 2040 Plan recognizes that “agribusiness, farm support services, and other related uses” that benefit from proximity to agricultural operations. The proposed landscaping business includes a production operation – growing plants for sale – which would be consistent with other agriculturally aligned businesses that operate in areas of the county planned for Agriculture.

MUNICIPAL COMMENTS

- Village of Big Rock – None as of 4/7/26
- Village of Sugar Grove – None as of 4/7/26
- Village of Kaneville – Letter of Objection Received
- Kaneville Township – Letter of Objection Received

WATER RESOURCES

The Water Resources department has reviewed the Zoning Petition and recommends the following stipulations:

1. (Water Resources) The site will require a Stormwater Permit. A Best Management Practice or Practices designed by a licensed Professional Engineer in the State of Illinois will be required for all impervious surfaces added to the site since 2002. The proposed site plan appears to be below the threshold for Stormwater Detention however if at any time improvements on the site result in 25,000 sq ft or more of impervious area cumulatively since 2002 the owner shall provide Stormwater Detention with a viable outfall for all disturbed areas.
2. (Water Resources) A drain tile investigation shall be required. Tile shall be evaluated and any aging systems shall be replaced and if necessary rerouted within the site. Observation and clean out structures for the drain tiles will be required. A Conservation and Drainage Easement will be required over the tile system.
3. (Water Resources) The site contains a flood route. This flood route shall be preserved. No storage or fill shall obstruct the flood route.

TRANSPORTATION

The Kane County Department of Transportation (KDOT) reviewed this Petition and recommends the following stipulation:

4. (Transportation) The Petitioner shall obtain a minimum use access permit from KDOT for the widening of the commercial access. There shall be no building construction within 60 feet of the Harter Road centerline.

ENVIRONMENTAL HEALTH

The Kane County Health Department reviewed this Petition and has the following comments:

5. (Health) Any additional use of property's restrooms by employees or customers shall require an evaluation of the septic system for suitability to support extra use; any construction shall prevent damage to the existing septic system and well by marking their locations and roping off during construction; driving over the septic field with any vehicles or mechanical equipment shall be avoided to prevent damage to the system; and any well and/or septic tank shall be protected and accessible for servicing.

FIRE PROTECTION DISTRICT

No comments received as of 04/06/2026.

ADDITIONAL REPORTS & ANALYSIS

- Results and recommendations from the Illinois Department of Natural Resources (IDNR) obtained through the Ecological Compliance Assessment Tool (EcoCAT) – The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation is terminated
- Natural Resources Inventory (NRI) Report from the Kane-DuPage Soil & Water Conservation District (SWCD) – Low Protection effort warranted.

Copies of each full report were provided on the Kane County website under the petition number on the Zoning Petitions page.

PUBLIC COMMENT
Copies of any written comments received are provided on the Kane County website under the applicable petition number on the Zoning Petitions page.

4682_Public Comment_Kaneville Letter of Objection (04-07-2026).pdf

4682_Public Comment_Kaneville Township Letter of Objection (04-03-2026).pdf

4682_Public Comment_Kaneville Tree Farms Letter of Objection (04-07-2026).pdf

RECOMMENDED STIPULATIONS (FULL LIST)
Should the Zoning Board of Appeals make a motion to recommend approval of this zoning request, staff recommends the following stipulations:

1. (Water Resources) The site will require a Stormwater Permit. A Best Management Practice or Practices designed by a licensed Professional Engineer in the State of Illinois will be required for all impervious surfaces added to the site since 2002. The proposed site plan appears to be below the threshold for Stormwater Detention however if at any time improvements on the site result in 25,000 sq ft or more of impervious area cumulatively since 2002 the owner shall provide Stormwater Detention with a viable outfall for all disturbed areas.
2. (Water Resources) A drain tile investigation shall be required. Tile shall be evaluated and any aging systems shall be replaced and if necessary rerouted within the site. Observation and clean out structures for the drain tiles will be required. A Conservation and Drainage Easement will be required over the tile system.
3. (Water Resources) The site contains a flood route. This flood route shall be preserved. No storage or fill shall obstruct the flood route.
4. (Transportation) The Petitioner shall obtain a minimum use access permit from KDOT for the widening of the commercial access. There shall be no building construction within 60 feet of the Harter Road centerline.
5. (Health) Any additional use of property's restrooms by employees or customers shall require an evaluation of the septic system for suitability to support extra use; any construction shall prevent damage to the existing septic system and well by marking their locations and roping off during construction; driving over the septic field with any vehicles or mechanical equipment shall be avoided to prevent damage to the system; and any well and/or septic tank shall be protected and accessible for servicing.
6. (Zoning) Any existing structure located within the future right-of-way that is damaged or destroyed by more than fifty percent (50%) shall be reconstructed only in compliance with the Kane County Zoning Ordinance and the required setback from the future right-of-way.
7. (Zoning) The petitioner shall continuously maintain growing stock (i.e., trees, shrubs, and other plant materials cultivated on-site for sale) on the property. Operation of a landscape business without growing stock shall constitute a zoning violation.
8. (Zoning) The petitioner shall install all required growing stock within the first full growing season following approval of the zoning petition by the Kane County Board.
9. (Zoning) The petitioner shall replace any dead or damaged trees along the roadway as necessary to maintain required screening.
10. (Zoning) The petitioner shall install and continuously maintain landscape screening along the western property line in all areas where materials, vehicles, or equipment are stored.
11. (Zoning) The petitioner shall not store any inoperable vehicles on the property, in accordance with the Kane County Property Maintenance Code.
12. (Zoning) The petitioner shall submit building permit applications for all existing structures constructed without permits within three (3) months of approval of the zoning petition by the Kane County Board.

ZONING STANDARDS

Request #1: Rezoning from F-District Farming to F1-District Rural Residential

Section 25-8-2-3 of the Kane County Zoning Ordinance provides that that **the Zoning Board of Appeals shall not recommend a rezoning to the F-1 District classification unless the applicant presents clear and convincing evidence to the Zoning Board of Appeals that the property sought to be rezoned is not suitable for agricultural use.**

The Zoning Board of Appeals in determining suitability of property for agricultural use shall make findings of fact with respect to the following:

A. Existence of nonprime farmland based on the Kane County soil survey and the important farmlands map, prepared by the U.S. Department of Agriculture, Soil Conservation Service and other applicable sources;
B. Topography;
C. Manmade and physical features which may serve as barriers;
D. Vegetative cover;
E. Parcel size;
F. Adjacent land uses.

Request #2: Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing (SPECIAL USE)

Section 25-8-3 of the Kane County Zoning Ordinance provides that the purpose and intent of [the F-2 District] is to provide for the proper location and regulation of agriculturally related sales, services, processing, research, warehousing and marketing activities and other related uses that are dependent upon, or closely allied to, the agricultural industry.

Section 25-4-8-2 of the Kane County Zoning Ordinance provides Standards for Special Use Permits; responses to these Standards have been provided by the Petitioner with their Zoning Application. The Zoning Board of Appeals shall not recommend approval of a special use unless it finds:

A. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;
B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
D. That adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided;
E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads;
F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

Any use established in the F2 District shall also be operated in such a manner as to comply with the applicable performance standards as set forth in section 25-11-1-5 of the Zoning Ordinance.

ZONING BOARD OF APPEALS (ZBA) SUMMARY
The Kane County Zoning Board of Appeals, at a public hearing on April 7, 2026, duly heard the testimony of the petitioner and others in connection with Zoning Petition No. 4682.

A motion was made by Michael Stoffa and seconded by David Schultz to:

(1) Recommend approval of Zoning Petition No. 4682, by Jose Barajas and Anahi Tepox, requesting a rezoning from F-District Farming to F1-District Rural Residential on the subject property located at 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005).

- **The motion PASSED by a vote of 7 to 0 with 0 abstention(s) and 1 absent.**

A motion was made by Bill Wilson and seconded by Burt Natkins to:
(2) Recommend approval of Zoning Petition No. 4682, by Jose Barajas and Anahi Tepox, requesting a rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing, on the subject property located at 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005), with the recommended Stipulations of Approval.

- The ZBA established their Findings of Fact (provided in the packet) and voted to adopt them.
- **The motion PASSED by a vote of 7 to 0 with 0 abstention(s) and 1 absent.**

Staff received written objections to the Zoning Petition and some members of the public were present at the public hearing to give testimony in opposition to the petition. Testimony in favor of the project was heard from the Petitioner.

NEXT STEPS
Petition 4682 will next be considered by the **Development Committee** at its upcoming meeting currently scheduled for **10:30 a.m., Tuesday, April 21, 2026** in the County Board Meeting Room, Building A, 2nd Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois. Persons in favor of or in opposition to this petition who wish to speak before the Development Committee should register to speak by submitting a Request to Speak Form on the Kane County website no later than 12:00pm on the day prior to the meeting.

Petition 4682 will then be considered by the full **Kane County Board** at its upcoming meeting currently set for **9:45 a.m., Tuesday, May 12, 2026** in the County Board Meeting Room, Building A, 2nd Floor, of the Kane County Government Center, 719 S. Batavia Ave., Geneva, Illinois. Persons in favor of or in opposition to this petition who wish to speak before the Development Committee should register to speak by submitting a Request to Speak Form on the Kane County website no later than 12:00pm on the day prior to the meeting.

Zoning Petition #4682

Written Public Comments Received

As of 4/8/2026

Kaneville Township
PO Box 49
Kaneville, IL 60144
630-557-2858

April 3, 2026

Kane County Zoning Board,

We are writing in regards to the proposed re-zoning of the property located at 3S480 Harter Road section 10-36-400-005.

This property is currently zoned single family but is obviously being used as a business as evidenced by the 22 cars and trucks parked on the premises on 3/28/26. This property is not well kept at all, with many pieces of landscaping equipment, disabled pickup trucks and various other rusty equipment.

Changing the zoning to F1 and F2 will only exasperate the property conditions and in addition create serious traffic issues on Harter Rd.

That section of Harter Rd. lies on a curve that limits visibility to the east. There have been several accidents on that section of road over the past few years, including a double fatal accident.

Zoning this as Business on that section of road could contribute to more accidents.

In view of these concerns and those noted above the Kaneville Township Board is opposed to this re-zoning petition.

Also, the Kaneville Village Board has advised that they are also opposed to this rezoning petition.

Sincerely;

Dan Koebele
Kaneville Township Supervisor

Village of Kaneville

Kane County Zoning Board
719 S. Batavia Avenue
Geneva, IL 60134

RE: Rezoning Request – 3S480 Harter Road, Parcel No. 10-36-400-005

Dear Kane County Zoning Board Members,

The Village of Kaneville respectfully submits this letter in opposition to the proposed rezoning of the property located at 3S480 Harter Road, Parcel No. 10-36-400-005.

The property is currently zoned for single-family residential use but appears to be operating as a business, with numerous vehicles, trucks, and equipment stored on-site. The property is also in poor condition, with inoperable vehicles, rusting equipment, and large amounts of debris and trash piling up behind existing structures. These conditions raise concerns regarding property maintenance, safety, and compatibility with the surrounding rural residential area.

Additionally, rezoning to F1 and F2 would likely increase traffic along Harter Road, where limited visibility and a history of accidents already present safety concerns. Increased commercial activity may further impact roadway safety and surrounding properties.

For these reasons, the Village of Kaneville respectfully opposes the proposed rezoning request and asks that the Kane County Zoning Board deny the petition.

Sincerely,

Eric Brannstrom
Village of Kaneville
Village President

From: Laurie Damgaard <laurie@ktfinc.com>
Sent: Tuesday, April 7, 2026 12:20 PM
To: Berkhout, Keith <BerkhoutKeith@KaneCountyIL.gov>
Subject: EX: Objection to Zoning Petition No. 4682 - 3S480 Harter Road (Flooding Impacts on Adjacent Kaneville Tree Farms Property)

Date: April 7, 2026

Laurie Damgaard, President
Kaneville Tree Farms, Inc.
P.O. Box 167
Kaneville, IL 60144

Kane County Zoning Board of Appeals
c/o Keith Berkhout, Zoning Planner
Kane County Development & Community Services Department
719 S. Batavia Avenue, Bldg. A
Geneva, IL 60134

Re: Objection to Zoning Petition No. 4682
Property: 3S480 Harter Road, Kaneville Township, Elburn, IL 60119 (PIN 10-36-400-005)
Applicant: Jose Juan Barajas and Anahi Tepox
Proposed: Rezoning from F-District Farming to F-2 (landscaping business with Special Use) and F1 Rural Residential

Dear Members of the Zoning Board of Appeals and Mr. Berkhout,

I am writing on behalf of Kaneville Tree Farms, Inc., as its President, to formally object to the above referenced rezoning petition. Kaneville Tree Farms, Inc., owns parcels directly adjacent to the subject property (including PINs 10-36-200-008, 10-36-200-004 and 10-36-400-001) and was notified as an owner within 250 feet. Kaneville Tree Farms' adjacent property already experiences frequent and severe flooding. During heavy rains in 2024 and 2025, water ponded and pooled for multiple days, making farm operations difficult. This ongoing flooding has caused repeated drainage problems for our tree farm business. The applicant proposes rezoning approximately 4 acres to F2 for a full landscaping business (Timber Tree Specialists, Jim's Lawncare Maintenance Corp., and Quintessence Lawn Care). The application specifically lists the following planned improvements:

*gravel driveway and parking area
*landscape material storage area (soil, mulch, gravel)
*water collection area

These changes will add substantial impervious surfaces, compacted areas, and equipment traffic on a 5-acre parcel that is currently used for residential and limited farming purposes. Increased stormwater runoff from these surfaces and any grading will direct even more water onto our neighboring tree farm property, worsening the existing flooding. Kane County's Stormwater Management Ordinance requires that any new development or change in use must not increase flood elevations, reduce drainage capacity, or create additional flooding or drainage expenses for adjacent property owners. The petition, as submitted, provides no engineering details, calculations, or stormwater management plan demonstrating that downstream flooding will not increase. We therefore respectfully request that the Zoning Board of Appeals: Deny the requested rezoning and Special Use, or Continue the hearing and require the applicant to submit a full, professionally engineered stormwater management plan (prepared by an Illinois-licensed engineer) that demonstrates zero increase in runoff or flood elevation to our adjacent parcels and all downstream properties, with appropriate, ample and sufficient detention, retention, and drainage improvements.

I plan to attend the public hearing on Tuesday, April 7, 2026 at 7:00 pm. I can provide photographs or other information in the future if needed. Thank you for considering our concerns and protecting the health, safety and welfare of the neighboring agricultural properties as required by the Kane County Zoning Ordinance.

Sincerely,

Laurie Damgaard
President
Kaneville Tree Farms, Inc.

ZONING BOARD OF APPEALS
SUP FINDINGS OF FACT

GENERAL PETITION INFORMATION

ZONING PETITION NO. 4682 **PUBLIC HEARING DATE** 4/7/26

PETITIONER NAME Jose Barajas and Anahi Tepox

REQUESTED ACTION

Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing.

SUBJECT PROPERTY

3S480 Harter Road, Kaneville Township (PIN 10-36-400-005)

STANDARDS OF A SPECIAL USE (ZONING CODE SECTION 25-4-8-2)

Special Uses, as defined by the Zoning Ordinance, shall be considered at a public hearing before the Zoning Board of Appeals (ZBA). The ZBA shall make a recommendation to the County Board based on their Findings of Fact in regards to the Standards of a Special Use. The ZBA shall not recommend approval of a Special Use Permit unless it finds the following the statements to be true and accurate.

The Zoning Board of Appeals reviewed the petition, reports, testimony and public comments received during the public hearing on the date listed above. The following are the Board's Findings of Facts for each of the six requirements specified in the Ordinance:

A. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

1. Granting of the special use will improve the area
2. All work on the special use shall be oompleted with 1 year of approval by the board
3. Issues related to potential traffic issues have been addressed in the testimony
4. KDOT has reviewed sight distance and has determined that the access point is suitable

**Votes for ZBA Member "Lake" are representative of the ZBA Alternate Marc Falk for this PH on 4/7/26.

ZBA Vote: Yes **Aris** No **Armstrong** Yes **Lake** Yes **Natkins** Yes **Schultz** No **Stoffa** Yes **Wilson**

B. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

1. Granting of the special use will improve the area property values
2. Drainage in the area will be reviewed through the stipulations
3. Zoning stipulations will address sightliness of the property

ZBA Vote: Yes **Aris** Yes **Armstrong** Yes **Lake** Yes **Natkins** Yes **Schultz** Yes **Stoffa** Yes **Wilson**

C. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

1. No testimony presented that the Special Use will impede surounding property
2. Surrounding property are similar uses

ZBA Vote: Yes **Aris** Yes **Armstrong** Yes **Lake** Yes **Natkins** Yes **Schultz** Yes **Stoffa** Yes **Wilson**

D. Adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided.

1. Access and culvert at entry will address drainage at entrance
2. Stipulations will accomodate in a positive way

ZBA Vote: Yes **Aris** Yes **Armstrong** Yes **Lake** Yes **Natkins** Yes **Schultz** Yes **Stoffa** Yes **Wilson**

E. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads.

1. IDOT stipulations will address entry
2. Ingress and egress will be primarily only morning and eventing
3. Sipulation 4 will address
4. Traffic to and from site is not to increase from current levels
5. Traffic on Harter Rd is very heavy on school days due to schools on two end of the road

ZBA Vote: Yes **Aris** Yes **Armstrong** Yes **Lake** Yes **Natkins** Yes **Schultz** No **Stoffa** Yes **Wilson**

F. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

1. Stipulations provided will force conformance to applicable regulations
2. Property is currently not in conformance with zoning requirements, Special use will force compliance
3. Stipulations and their execution as key items

ZBA Vote: Yes **Aris** Yes **Armstrong** Yes **Lake** Yes **Natkins** Yes **Schultz** Yes **Stoffa** Yes **Wilson**

ZP# 4682

ZONING BOARD OF APPEALS (ZBA) ADOPTED FINDINGS OF FACT

A motion was made to adopt the above as an accurate representation of the Findings of Fact of the majority of the Zoning Board of Appeals in respect to the subject Zoning Petition.

Roll Call of the ZBA:	(circle one)			
1. Tracy Aris	(Aye)	Nay	Abstain	Not Present
2. Martell Armstrong	(Aye)	Nay	Abstain	Not Present
3. Mary Lake	Aye	Nay	Abstain	(Not Present)
4. Burt Natkins	(Aye)	Nay	Abstain	Not Present
5. David Schultz	(Aye)	Nay	Abstain	Not Present
6. Michael Stoffa	Aye	(Nay)	Abstain	Not Present
7. William Wilson	(Aye)	Nay	Abstain	Not Present
8. MARK FALK	(AYE)			

The motion PASSED by a vote of 6 to 1, with 0 Abstention(s) and 1 Absent.

On this 7 day of APRIL, 2026.

We hereby certify that the above is an accurate representation of the Findings of Fact of the majority of the Zoning Board of Appeals in respect to the Zoning Petition listed above.

	4.7.2026 Date
	4.7.2026 Date
	4.7.2026 Date
	4-7-2026 Date
BURT NATKINS (REMOTE)	4-7-2026 Date
MARTELL ARMSTRONG (REMOTE)	4-7-2026 Date
MARC FALK (REMOTE)	4-7-2026 Date

ZONING BOARD OF APPEALS
RECOMMENDATION

ZONING BOARD OF APPEALS (ZBA) RECOMMENDATION TO THE KANE COUNTY BOARD

The Kane County Zoning Board of Appeals, at a public hearing on April 7, 2026, duly heard the testimony of the petitioner and others in connection with **Zoning Petition No. 4682**.

1) A motion was made by Michael Stoffa and seconded by David Schultz to (1) **Recommend approval of Zoning Petition No. 4682, by Jose Barajas and Anahi Tepox, requesting a rezoning from F-District Farming to F1-District Rural Residential on the subject property located at 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005).**

Roll Call of the ZBA:

1.	Tracy Aris	(Aye)	Nay	Abstain	Not Present
2.	Martell Armstrong	(Aye)	Nay	Abstain	Not Present
3.	Mary Lake	Aye	Nay	Abstain	(Not Present)
4.	Burt Natkins	(Aye)	Nay	Abstain	Not Present
5.	David Schultz	(Aye)	Nay	Abstain	Not Present
6.	Michael Stoffa	(Aye)	Nay	Abstain	Not Present
7.	William Wilson	(Aye)	Nay	Abstain	Not Present
8.	Marc Falk (Alternate)	(Aye)	Nay	Abstain	Not Present

The motion PASSED by a vote of 7 to 0 with 0 abstention(s) and 1 absent.

On this 7th day of April, 2026.

Kane County Government Center, Building A, 719 S. Batavia Ave., Geneva, IL

2) A motion was made by Bill Wilson and seconded by Burt Natkins to (2) **Recommend approval of Zoning Petition No. 4682, by Jose Barajas and Anahi Tepox, requesting a rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing, on the subject property located at 3S480 Harter Road, Kaneville Township (PIN 10-36-400-005), with the following recommended Stipulations of Approval:**

1. (Water Resources) The site will require a Stormwater Permit. A Best Management Practice or Practices designed by a licensed Professional Engineer in the State of Illinois will be required for all impervious surfaces added to the site since 2002. The proposed site plan appears to be below the threshold for Stormwater Detention however if at any time improvements on the site result in 25,000 sq ft or more of impervious area cumulatively since 2002 the owner shall provide Stormwater Detention with a viable outfall for all disturbed areas.
2. (Water Resources) A drain tile investigation shall be required. Tile shall be evaluated and any aging systems shall be replaced and if necessary rerouted within the site. Observation and clean out structures for the drain tiles will be required. A Conservation and Drainage Easement will be required over the tile system.
3. (Water Resources) The site contains a flood route. This flood route shall be preserved. No storage or fill shall obstruct the flood route.
4. (Transportation) The Petitioner shall obtain a minimum use access permit from KDOT for the widening of the commercial access. There shall be no building construction within 60 feet of the Harter Road centerline.
5. (Health) Any additional use of property's restrooms by employees or customers shall require an evaluation of the septic system for suitability to support extra use; any construction shall prevent damage to the existing septic system and well by marking their locations and roping off during construction; driving over the septic field with

any vehicles or mechanical equipment shall be avoided to prevent damage to the system; and any well and/or septic tank shall be protected and accessible for servicing.

6. (Zoning) Any existing structure located within the future right-of-way that is damaged or destroyed by more than fifty percent (50%) shall be reconstructed only in compliance with the Kane County Zoning Ordinance and the required setback from the future right-of-way.
7. (Zoning) The petitioner shall continuously maintain growing stock (i.e., trees, shrubs, and other plant materials cultivated on-site for sale) on the property. Operation of a landscape business without growing stock shall constitute a zoning violation.
8. (Zoning) The petitioner shall install all required growing stock within the first full growing season following approval of the zoning petition by the Kane County Board.
9. (Zoning) The petitioner shall replace any dead or damaged trees along the roadway as necessary to maintain required screening.
10. (Zoning) The petitioner shall install and continuously maintain landscape screening along the western property line in all areas where materials, vehicles, or equipment are stored.
11. (Zoning) The petitioner shall not store any inoperable vehicles on the property, in accordance with the Kane County Property Maintenance Code.
12. (Zoning) The petitioner shall submit building permit applications for all existing structures constructed without permits within three (3) months of approval of the zoning petition by the Kane County Board.

Roll Call of the ZBA:

1.	Tracy Aris	(Aye)	Nay	Abstain	Not Present
2.	Martell Armstrong	(Aye)	Nay	Abstain	Not Present
3.	Mary Lake	Aye	Nay	Abstain	(Not Present)
4.	Burt Natkins	(Aye)	Nay	Abstain	Not Present
5.	David Schultz	(Aye)	Nay	Abstain	Not Present
6.	Michael Stoffa	(Aye)	Nay	Abstain	Not Present
7.	William Wilson	(Aye)	Nay	Abstain	Not Present
8.	Marc Falk (Alternate)	(Aye)	Nay	Abstain	Not Present

The motion PASSED by a vote of 7 to 0 with 0 abstention(s) and 1 absent.

On this 7th day of April, 2026.

Kane County Government Center, Building A, 719 S. Batavia Ave., Geneva, IL

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4682
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

1) That a rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing with a Special Use Permit be granted on the following legally described property:

PARCEL 1: (3.785 Acres)
THAT PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 47 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER, 1325.71 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 39 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEASTER QUARTER, 858.00 FEET; THENCE NORTH 35 DEGREES 43 MINUTES 47 SECONDS EAST, 845.19 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 35 DEGREES 43 MINUTES 47 SECONDS EAST, 467.90 FEET TO THE CENTERLINE OF HARTER ROAD AS DESCRIBED IN TRUSTEES DEED RECORDED AS DOCUMENT NO. 202K005573; THENCE SOUTH 58 DEGREES 54 MINUTES 58 SECONDS EAST ALONG SAID CENTERLINE, 172.47 FEET; THENCE SOUTH 35 DEGREES 43 MINUTES 47 SECONDS WEST, 181.39 FEET; THENCE SOUTH 54 DEGREES 16 MINUTES 13 SECONDS EAST, 277.01 FEET TO THE SOUTHEAST LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2023K00573; THENCE SOUTH 35 DEGREES 43 MINUTES 47 SECONDS WEST ALONG THE SAID SOUTHEAST LINE, 300.48 FEET TO THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 54 DEGREES 16 MINUTES 13 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LANDS, 448.91 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

The subject property is commonly known as 3S480 Harter Road, Elburn, IL 60119, in Kaneville Township, unincorporated Kane County (PIN: 10-36-400-005).

2) That a rezoning from F-District Farming to F1-District Rural Residential be granted on the following legally described property:

PARCEL 2: (1.215 Acres)
THAT PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 47 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER, 1325.71 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 39 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER, 858.00 FEET; THENCE NORTH 35 DEGREES 43 MINUTES 47 SECONDS EAST, 1313.09 FEET TO THE CENTERLINE OF HARTER ROAD AS DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT NO. 2023K005573; THENCE SOUTH 58 DEGREES 54 MINUTES 58 SECONDS EAST, 172.47 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 35 DEGREES 43 MINUTES 47 SECONDS WEST, 181.39 FEET; THENCE SOUTH 54 DEGREES 16 MINUTES 13 SECONDS EAST 277.01 FEET TO THE SOUTHEAST LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2023K00573; THENCE NORTH 35 DEGREES 43 MINUTES 47 SECONDS EAST ALONG SAID SOUTHEAST LINE, 196.52 FEET TO THE CENTERLINE OF HARTER ROAD AS PREVIOUSLY DESCRIBED; THENCE NORTHWESTERLY 176.80 FEET, ALONG SAID CENTERLINE BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,122.26 FEET, THE CORD OF WHICH BEARS NORTH 56 DEGREES 31 MINUTES 46 SECONDS WEST, FOR A LENGTH OF 176.75 FEET; THENCE NORTH 58 DEGREES 54 MINUTES 58 SECONDS WEST ALONG SAID CENTERLINE, 100.73 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

The subject property is commonly known as 3S480 Harter Road, Elburn, IL 60119, in Kaneville Township, unincorporated Kane County (PIN: 10-36-400-005).

3) That the F-2 District Rezoning and Special Use Permit be granted subject to the following stipulations:

1. (Water Resources) The site will require a Stormwater Permit. A Best Management Practice or Practices designed by a licensed Professional Engineer in the State of Illinois will be required for all impervious surfaces added to the site since 2002. The proposed site plan appears to be below the threshold for Stormwater Detention however if at any time improvements on the site result in 25,000 sq ft or more of impervious area cumulatively since 2002 the owner shall provide Stormwater Detention with a viable outfall for all disturbed areas.
2. (Water Resources) A drain tile investigation shall be required. Tile shall be evaluated and any aging systems shall be replaced and if necessary rerouted within the site. Observation and clean out structures for the drain tiles will be required. A Conservation and Drainage Easement will be required over the tile system.
3. (Water Resources) The site contains a flood route. This flood route shall be preserved. No storage or fill shall obstruct the flood route.
4. (Transportation) The Petitioner shall obtain a minimum use access permit from KDOT for the widening of the commercial access. There shall be no building construction within 60 feet of the Harter Road centerline.
5. (Health) Any additional use of property's restrooms by employees or customers shall require an evaluation of the septic system for suitability to support extra use; any construction shall prevent damage to the existing septic system and well by marking their locations and roping off during construction; driving over the septic field with any vehicles or mechanical equipment shall be avoided to prevent damage to the system; and any well and/or septic tank shall be protected and accessible for servicing.
6. (Zoning) Any existing structure located within the future right-of-way that is damaged or destroyed by more than fifty percent (50%) shall be reconstructed only in compliance with the Kane County Zoning Ordinance and the required setback from the future right-of-way.
7. (Zoning) The petitioner shall continuously maintain growing stock (i.e., trees, shrubs, and other plant materials cultivated on-site for sale) on the property. Operation of a landscape business without growing stock shall constitute a zoning violation.
8. (Zoning) The petitioner shall install all required growing stock within the first full growing season following approval of the zoning petition by the Kane County Board.
9. (Zoning) The petitioner shall replace any dead or damaged trees along the roadway as necessary to maintain required screening.
10. (Zoning) The petitioner shall install and continuously maintain landscape screening along the western property line in all areas where materials, vehicles, or equipment are stored.
11. (Zoning) The petitioner shall not store any inoperable vehicles on the property, in accordance with the Kane County Property Maintenance Code.
12. (Zoning) The petitioner shall submit building permit applications for all existing structures constructed without permits within three (3) months of approval of the zoning petition by the Kane County Board.

4) That the zoning maps of Kane County, Illinois be amended accordingly.

5) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

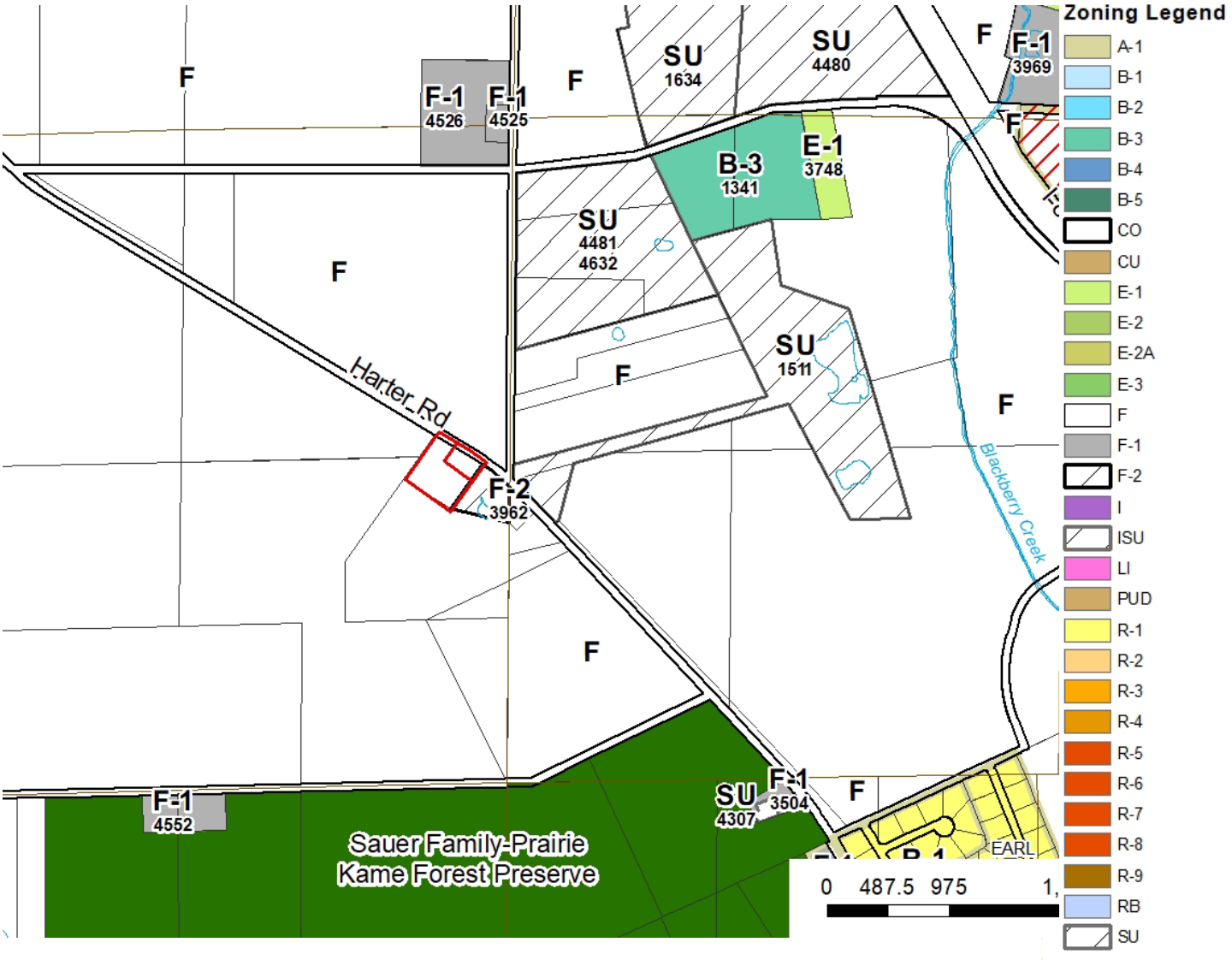
Passed by the Kane County Board on May 12, 2026

_____	_____
John A. Cunningham	Corinne Pierog
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

PETITION NO. 4682
LOCATION MAP

Rezoning from F-District Farming to F1-District Rural Residential and Rezoning from F-District Farming to F2-District Agricultural Related Sales, Service, Processing, Research, Warehouse and Marketing on the subject property commonly known as 3S480 Harter Road, Elburn, IL 60119, in Kaneville Township, unincorporated Kane County (PIN: 10-36-400-005).



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-254

APPROVING COUNTY BOARD PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUEST

WHEREAS, in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote of the County Board; and

WHEREAS, such reimbursement requests should be advanced through the Finance and Budget Committee and Executive Committee before submission to the County Board for approval by roll call vote; and

WHEREAS, the following reimbursements have been requested by Corinne Pierog, and applicable documentation is included for review:

Mileage	$288.19
Tolls	$ 9.40
Meals	$102.00
	$399.59

NOW, THEREFORE, BE IT RESOLVED that the above requests for travel, meals and/or lodging are approved by roll call vote at the next applicable County Board meeting.

Passed by the Kane County Board on May 12, 2026.

_____ _____

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving County Board Personal Expense Voucher Reimbursement Request

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Jane Tallitsch, 630.232.5931

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $399.59
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

This Personal Expense Voucher Request is for Chairman Corinne Pierog.

Kane County Personal Expense Voucher

Invoice #: 20260416-T-CP

First Name: Corinne Last Name: Pierog

Address: 467 S. Jefferson Street

City: Batavia State: IL Zip Code: 60510

Department: County Board

Fund/Dept./Sub-Dept.: 001.010.010.53106

Mileage Rate (per mile): 0.725

Date (MM/DD/YYYY)	Description/Purpose	Start Location	End Location	Miles	Mileage Reimb	Other Transport	Lodging	Meals	Other
04/13/2026	2026 ISAco/UCCI Legislative Conference	719 S. Batavia Avenue, Geneva, IL 60134	101 E. Adam Street, Springfield, IL 62701	199.90	$144.928			$51.00	$4.70
04/14/2026	2026 ISAco/UCCI Legislative Conference								
04/15/2026	2026 ISAco/UCCI Legislative Conference	101 E. Adam Street, Springfield, IL 62701	719 S. Batavia Avenue, Geneva, IL 60134	197.60	$143.260			$51.00	$4.70
			Total(s)	397.50	$288.19	$0.00	$0.00	$102.00	$9.40

Grand Total: $399.59

Explanation:

CHECKLIST

Checklist Item	Yes/No
Receipts and/or Agenda Attached?	Yes
Employee Home Address Included?	Yes
Are the expenditures submitted with supporting documentation to the Auditor's Office within 60 days?	Yes

SUMMARY OF EXPENSES

Description	Project Code	Amount/Item
Conference/ Meeting	53100	
Training Expense	53110	
Mileage Expense	53120	**$288.19**
Tolls	53106	$9.40
Meals	53106	$102.00
Total		**$399.59**

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVER'S LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-71 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Signature: X

Date: 04/16/2026

Approved By:

Date:

Tallitsch, Jane

From: Tiffani Homer <thomer@isacoil.org>
Sent: Wednesday, February 11, 2026 12:32 PM
Subject: EX: 2026 ISACO/UCCI Legislative Conference- Save the Date

Importance: High

2026 ISACo/UCCI Legislative Conference - Save the Date!

For the third consecutive year, ISACo and our friends at the United Counties Council of Illinois (UCCI) will hold a legislative conference for county officials and staff on **April 14-15, 2026**. ISACo members are invited to attend the **April 14** events that will include a breakfast buffet and legislative briefing at the Abraham Lincoln Presidential Library and an evening legislative reception at the Abraham Lincoln Presidential Museum. State officials will also be invited to attend the reception. Activities on April 15 are reserved for UCCI members.

When: April 14, 2026

- **Breakfast Buffet** (8:45 am), Presidential Library- First Floor
- **Legislative Briefing** (10 am – 12:00 pm) – Abraham Lincoln Presidential Library
- **Lunch Buffet**, Presidential Library- First Floor
- **Capitol Visit Opportunity** (Meeting Scheduling Up to County)
- **Legislative Reception** (6:30 pm- 8:00 pm) – Abraham Lincoln Presidential Museum

Location: The Abraham Presidential Library and Museum
212/ 211 N 6th Street
Springfield, IL 62701

TO REGISTER: Please fill out the form here: https://form.jotform.com/260145726565056
Please email Member Services and Communications Manager, Tiffani Homer thomer@isacoil.org for questions.

Tiffani Homer | Member Services and Communications Manager
ILLINOIS STATE ASSOCIATION OF COUNTIES
427 E. Monroe | Springfield, Illinois 62701
217.679.3368

Corinne Pierog
Kane County

COUNTIES TOGETHER

Illinois Tollway

Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 WB: Illinois 31 (Plaza 6

Exit Point

I-88 WB: I-39, U.S. 51 SB

Vehicle Class

Auto / Motorcycle (2 Axles

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
Illinois 31 *Plaza 63*	$1.10
DeKalb Toll Plaza *Plaza 66*	$3.60
TOTAL	$4.70

Illinois Tollway

Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 EB: I-39, U.S. 51, Rockf

Exit Point

I-88 EB: Illinois 31 (Plaza 6:

Vehicle Class

Auto / Motorcycle (2 Axles

Time

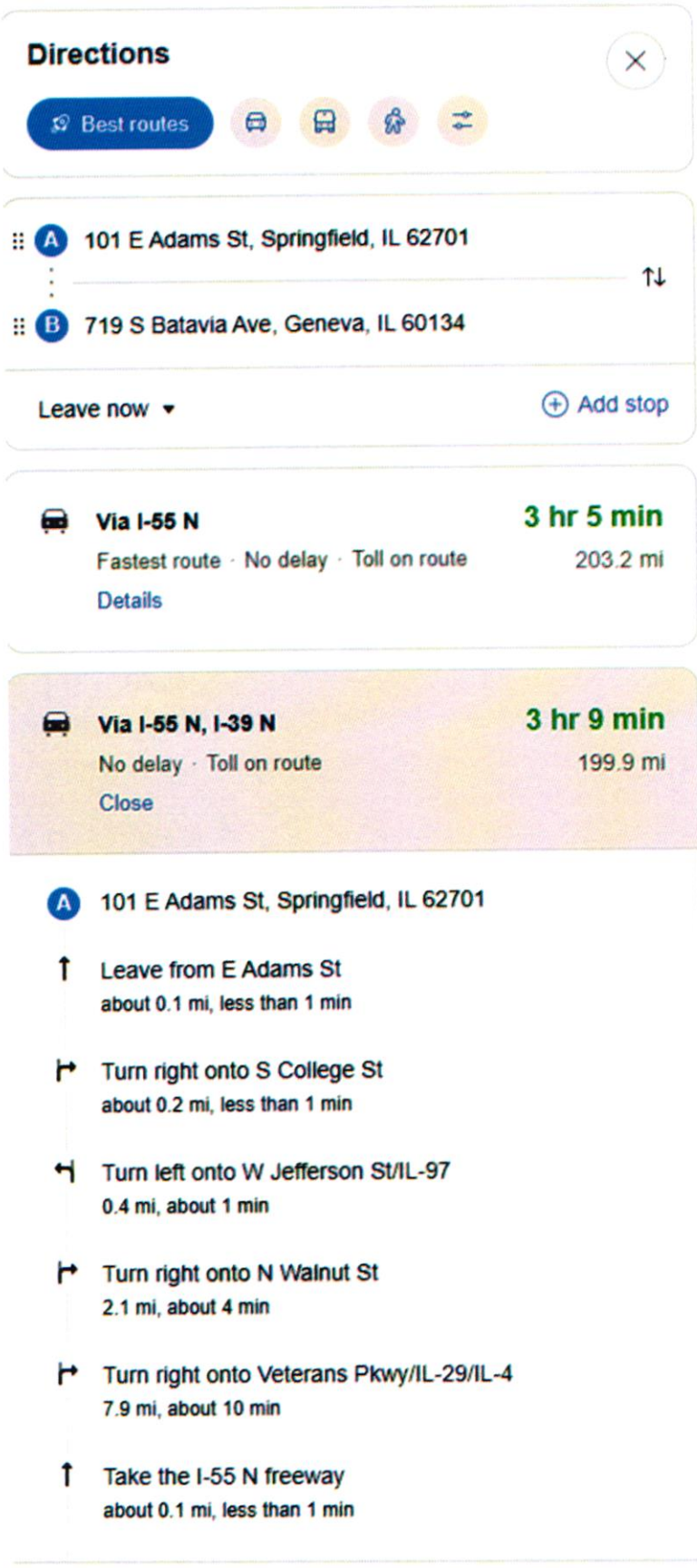
All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
DeKalb Toll Plaza *Plaza 66*	$3.60
Illinois 31 *Plaza 63*	$1.10
TOTAL	$4.70


Directions
Best routes
A 101 E Adams St, Springfield, IL 62701
B 719 S Batavia Ave, Geneva, IL 60134
Leave now
Add stop
Via I-55 N
3 hr 5 min
Fastest route · No delay · Toll on route
203.2 mi
Details
Via I-55 N, I-39 N
3 hr 9 min
No delay · Toll on route
199.9 mi
Close
A 101 E Adams St, Springfield, IL 62701
Leave from E Adams St
about 0.1 mi, less than 1 min
Turn right onto S College St
about 0.2 mi, less than 1 min
Turn left onto W Jefferson St/IL-97
0.4 mi, about 1 min
Turn right onto N Walnut St
2.1 mi, about 4 min
Turn right onto Veterans Pkwy/IL-29/IL-4
7.9 mi, about 10 min
Take the I-55 N freeway
about 0.1 mi, less than 1 min

- Follow Veterans Pkwy/I-55 N toward Chicago
  20.6 mi, about 16 min
- Keep right at Veterans Pkwy/I-55 N toward Chicago
  about 0.4 mi, less than 1 min
- Follow Veterans Pkwy/I-55 N toward Rockford
  29 mi, about 23 min
- Keep left at Interstate Highway 55 N/I-55 N toward Rockford
  about 0.4 mi, less than 1 min
- Follow Interstate Highway 55 N/I-55 N toward Rockford
  7.3 mi, about 6 min
- Keep right at United States Highway 51 N/US-51 N toward Rockford
  about 0.3 mi, less than 1 min
- Follow United States Highway 51 N/US-51 N toward Aurora
  87.6 mi, about 1 hr 10 min
- Take exit 87 on the right onto US Highway 30/US-30 E toward Aurora
  about 0.4 mi, less than 1 min
- Keep right at US Highway 30/US-30 E toward Aurora
  about 0.1 mi, less than 1 min
- Follow US Highway 30/US-30 E
  29.2 mi, about 34 min
- Keep left at US Highway 30/IL-56
  4.1 mi, about 4 min
- Take the I-88 E/IL-56 E freeway
  2.8 mi, about 2 min
- Take exit 117 on the right onto Illinois State Route 56/IL-56

Keep left at Illinois State Route 56/IL-56 toward GENEVA
about 0.1 mi, less than 1 min

Turn left onto S Lincolnway/IL-56/IL-31
about 0.2 mi, less than 1 min

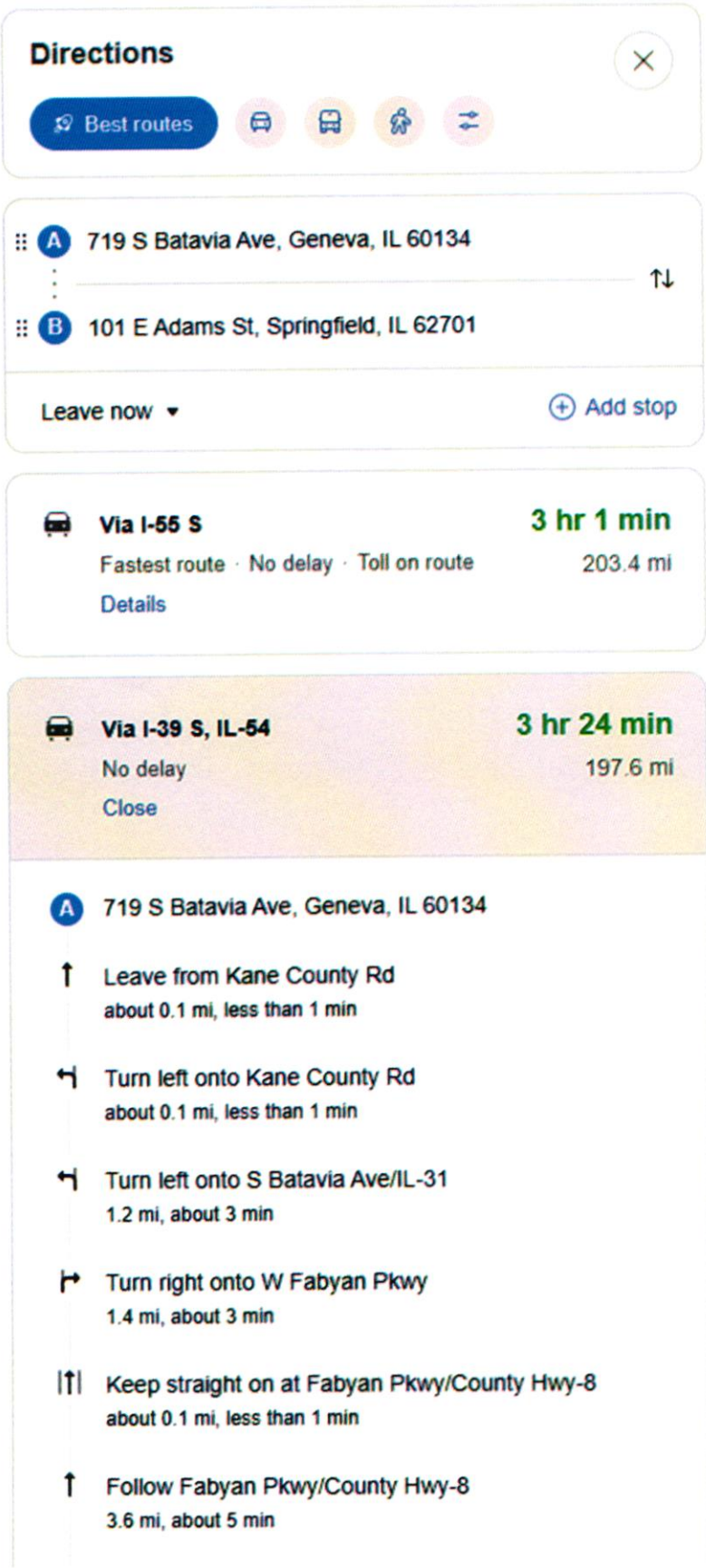
Follow S Lincolnway/IL-56/IL-31
6.1 mi, about 12 min

Turn right onto Kane County Rd
about 0.1 mi, less than 1 min

Turn right onto Kane County Rd
0.1 mi, about 2 min

You have arrived at Kane County Rd

B 719 S Batavia Ave, Geneva, IL 60134


Directions
Best routes
A 719 S Batavia Ave, Geneva, IL 60134
B 101 E Adams St, Springfield, IL 62701
Leave now
Add stop
Via I-55 S
3 hr 1 min
Fastest route · No delay · Toll on route
203.4 mi
Details
Via I-39 S, IL-54
3 hr 24 min
No delay
197.6 mi
Close
A 719 S Batavia Ave, Geneva, IL 60134
Leave from Kane County Rd
about 0.1 mi, less than 1 min
Turn left onto Kane County Rd
about 0.1 mi, less than 1 min
Turn left onto S Batavia Ave/IL-31
1.2 mi, about 3 min
Turn right onto W Fabyan Pkwy
1.4 mi, about 3 min
Keep straight on at Fabyan Pkwy/County Hwy-8
about 0.1 mi, less than 1 min
Follow Fabyan Pkwy/County Hwy-8
3.6 mi, about 5 min

At the roundabout take the second exit onto Bliss Rd/County Hwy-78
about 0.2 mi, less than 1 min

Follow Bliss Rd/County Hwy-78
5.1 mi, about 7 min

Turn left onto N State Route 47/IL-47
about 0.2 mi, less than 1 min

Follow N State Route 47/IL-47
11 mi, about 18 min

Turn right onto State Route 71/IL-71
about 0.2 mi, less than 1 min

Follow State Route 71/IL-71 toward Moline-Rock Island
24.3 mi, about 26 min

Turn right onto Interstate Highway 80 W/I-80 W toward Moline-Rock Island
about 0.3 mi, less than 1 min

Take the I-80 W freeway
about 0.1 mi, less than 1 min

Follow Interstate Highway 80 W/I-80 W toward Bloomington
14.5 mi, about 12 min

Take exit 79A on the right onto United States Highway 51 S/I-39 S/US-51 S toward Bloomington
about 0.5 mi, less than 1 min

Take the I-39 S/US-51 S freeway
about 0.1 mi, less than 1 min

Keep straight on at United States Highway 51 S/I-39 S/US-51 S
about 0.4 mi, less than 1 min

Keep left at Interstate Highway 74 E/I-74 E/US-51 S toward Decatur
2.1 mi, about 2 min

Take exit 135 on the right onto United States Highway 51 S/US-51 S toward Decatur
about 0.3 mi, less than 1 min

Turn right onto US Highway 51/US-51 S toward Decatur
about 0.3 mi, less than 1 min

Follow US Highway 51/US-51 S
20.6 mi, about 19 min

Turn right onto State Highway 54/IL-54
about 0.2 mi, less than 1 min

Follow State Highway 54/IL-54 toward St Louis
40 mi, about 41 min

Keep right at Interstate Highway 55 S/I-55 S toward St Louis
about 0.3 mi, less than 1 min

Keep straight on at Interstate Highway 55 S/I-55 S
1.7 mi, about 1 min

Take exit 98B on the right onto E Clear Lake Ave W
3.3 mi, about 7 min

Turn left onto N 2nd St
about 0.2 mi, less than 1 min

Turn right onto E Adams St
about 0.1 mi, less than 1 min

You have arrived at E Adams St

B 101 E Adams St, Springfield, IL 62701

Tallitsch, Jane

From: Tiffani Homer <noreply@jotform.com>
Sent: Monday, February 23, 2026 1:44 PM
To: Tallitsch, Jane
Subject: EX: We have received your response for Form

Form

Name	Corinne Pierog
Address	719 S. Batavia Avenue , Geneva, IL, 60134
Email	tallitschjane@co.kane.il.us
Phone Number	(630) 232-5931
I plan to attend:	April 14th, Legislative Reception at 6:30 p.m. Legislative Breakfast (8:45 a.m. - 9:50 a.m.) Lunch Buffet (11:45 a.m. - 12:50 p.m.)

Now create your own Jotform - It's free!

Create a Jotform

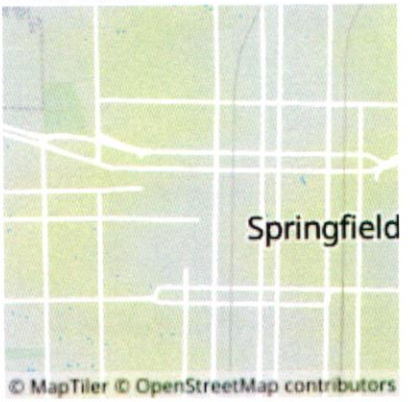
Receipt for Hotel Reservation

Receipt Date: 02/19/2026 Itinerary No H14684371
Please print and/or save the information below and use this confirmation when you check in to the hotel

Hotel Bundle

Itinerary Number:	H14684371	
Status:	**Confirmed**	
Guest Name:	CORINNE PIEROG	
Rooms:	1 room for 2 nights	
Check In:	April 13, 2026 (Mon)	Check In Time: 3:00 pm - 12:00 am
Check Out:	April 15, 2026 (Wed)	Check Out Time: 11:00 am
Hotel:	TM TRADEMARK HOTEL COLLECTION	

State House Inn Trademark Collection by Wyndham
101 East Adams Street
Springfield, IL 62701
United States



Cancellation Policy: Nonrefundable

The following policy was agreed to at 10:18AM CST on 19-Feb-2026 at the time of booking, from IP address 74.116.24.253.

Refund Protection: Refund Protection Plan Number 4f524141-0053-0000-0314-5caf38f4ede3
Submit a Refund Request for Hotel Reservation

The above plan was chosen at 10:18AM CST on 19-Feb-2026 at the time of booking, from IP address 74.116.24.253.

$34.52 USD

Global Privileges: Your hotel booking includes a 3 month Global Privileges "Plus" membership. No Credit Card required

In this free trial, you will have access to premium travel benefits, including:

+ Discounted Hotel Rates Worldwide
+ One airport lounge pass
+ Excursion Included
+ Many More Travel Benefits

You will receive an email on April 13 with your new account details. There is no sign-up or credit card required, and you are not charged once your free membership expires.

If you do not want this access, cancel it by viewing this reservation online, or ignore this message and your membership will not be activated.

Support: Live Chat | Request a Call

Reservations@lodging.support
+1-800-497-2175

Tax Recovery & Fees:	$103.26 USD
Total:	$388.53 USD (prepaid)
Credit Card:	VI ****-****-****-6591

Room

Confirmation:	255-14950905 (Front desk may not have this number, check in using your name)
Status:	**Confirmed**
Guest Name:	CORINNE PIEROG
Occupancy:	1 adult, 0 children
Room Type:	1 Queen Bed Mobility Accessible Bathtub with Grab Bars (Bed and Breakfast)
Nightly Rate:	$125.38 USD
Tax Recovery & Fees:	$51.63 USD
Room Total:	$354.01 USD

Check-in Notes / Hotel Misc. Fees

Car park YES (without additional debit notes). Check-in hour 15:00 - . Check-out hour 11:00 - . Identification card at arrival. Minimum check-in age 21. Credit card is compulsory as a deposit, no deposit in cash is accepted. Cash Free.

To view or cancel this reservation online, please visit the link below:
secure.bookonline.com/Res/

FY 2026 per diem rates for Springfield, Illinois

Change fiscal year: 2026 2025 2024 or New search

Meals and incidental expenses (M&IE) rates and breakdown

The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See M&IE breakdowns for information related to the individual meal amounts.

Filter results...

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and last day of travel
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5	$51.00

Showing 1 to 1 of 1 entries

Kane County Travel Purpose and Evaluation Form

Participant:

Corinne Pierog

Travel Date:

April 13- April 15, 2026

Event or meeting attended:
ISACo/UCCI Legislative Conference

Name/host of the meeting:
ISACo/UCCI

Purpose and Benefit to Kane County: The purpose of this meeting is to get an update on ISACo's Legislative agenda, meet with State Officials, and speak to local senate and house representatives regarding concerns of Kane County.

Estimate for Conference/Registration Fee: $0.00

Estimate for Lodging: $355.00

Estimate for Transportation:
Mileage & Tolls (mileage .725/mile) = $297.59

Estimate for Meals: $142.00

Following travel, please rate the value of this experience to help determine if others may benefit from future meetings: (1 being the lowest and 10 the highest)

○1 ○ 2○ 3○ 4○ 5○ 6○ 7○ 8○ 9○ 10

Explain the rating above:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-255

APPROVING COUNTY BOARD PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUEST

WHEREAS, in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote of the County Board; and

WHEREAS, such reimbursement requests should be advanced through the Finance and Budget Committee and Executive Committee before submission to the County Board for approval by roll call vote; and

WHEREAS, the following reimbursements have been requested by Corinne Pierog, and applicable documentation is included for review:

Transportation/Train	$13.50
Meals	$18.61
Parking	$ 2.00
	$34.11

NOW, THEREFORE, BE IT RESOLVED that the above requests for travel, meals and/or lodging are approved by roll call vote at the next applicable County Board meeting.

Passed by the Kane County Board on May 12, 2026.

_____ _____

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving County Board Personal Expense Voucher Reimbursement Request

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Jane Tallitsch, 630.232.5931

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $34.11
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

This Personal Expense Voucher Request is for Chairman Corinne Pierog.

Kane County Personal Expense Voucher

Invoice #: 20260416-T-CP

First Name:	Corinne	Last Name:	Pierog			Mileage Rate (per mile):	0.725
Address:	467 S. Jefferson Street						
City:	Batavia	State:	IL	Zip Code:	60510		
Department:	County Board						
Fund/Dept./Sub-Dept.:	001.010.010.53106						

Date (MM/DD/YYYY)	Description/Purpose	Start Location	End Location	Miles	Mileage Reimb	Other Transport	Lodging	Meals	Other
04/09/2026	Council of County Board Chairs	Geneva	to Chicago and back to Geneva			$13.50		$18.61	$2.00
			Total(s)	0.00	$0.00	$13.50	$0.00	$18.61	$2.00
								Grand Total:	$34.11

Explanation:

CHECKLIST

Checklist Item	Yes/No
Receipts and/or Agenda Attached?	Yes
Employee Home Address Included?	Yes
Are the expenditures submitted with supporting documentation to the Auditor's Office within 60 days?	Yes

SUMMARY OF EXPENSES

Description	Project Code	Amount/Item
Conference/ Meeting	53100	
Training Expense	53110	
Mileage Expense	53120	**$0.00**
Other	53106	$34.11
Total		**$34.11**

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVER'S LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-71 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Signature: X

Date: 04/16/2026

Approved By:

Date:

Chicago Metropolitan
Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

Council of County Board Chairs

Thursday, April 9th, 2026 | 9:30am

Old Post Office
433 W. Van Buren St. Suite 450, Chicago, IL

1. Welcome and introductory remarks **9:30am**
CMAP Executive Director Erin Aleman will offer welcome remarks.

2. Update on the Greater Chicagoland Economic Partnership **9:40am**
Phil Clement, President and CEO of World Business Chicago, and Kevin Considine, President and CEO of Lake County Partners and GCEP Chair, will provide regional updates from the Greater Chicagoland Economic Partnership. The Chairs will also hear an update on 2026 implementation.

3. NITA Transition **10:00am**
The Governor's Office will provide an update on NITA transition, including the recently released RFP for a transition consultant.

The Council will also be joined virtually by Lee Sander, former Executive Director and CEO of the New York Metropolitan Transportation Authority (MTA) and Commissioner of the New York City Department of Transportation. Lee will provide insights on system transformation and change management based on lessons learned from the MTA.

Cook County Sheriff Dart's Office will also provide an update on efforts to establish the NITA Law Enforcement Task force.

4. Update from ISACo **10:45am**
Joe McCoy, Executive Director, will provide a legislative update.

5. Next steps **10:55am**

The Council of County Board Chairs will reconvene on Friday, June 12th at 9:30am.

Elliot "Lee" Sander Bio

Elliot "Lee" Sander has led the transformation of several of the highest profile private and public sector corporations and organizations in transportation. Sander played a critical role in the development and execution of the Second Avenue Subway, New York's first subway line after more than half a century, the passage of several of the MTA multi-billion 5 Year Capital Programs, and the creation of the post 9-11 multi-billion Lower Manhattan Recovery program featuring the Fulton Transit Center and South Ferry Terminals. As the former Chairman of the Regional Plan Association, the founder of NACTO (the National Association of City Transportation Officials) and as the founder of the Rudin Transportation Center at New York University, Sander has had a significant impact on transportation policy at the national and regional level.

Sander is the former Executive Director and CEO of the New York Metropolitan Transportation Authority and Commissioner of the New York City Department of Transportation. Sander played a key role as the senior deputy for New York City Transit's bus system during its epic turn-around in the 1980s. Sander's work in successfully driving organizational change and influencing transportation policy has been covered extensively in the media.

Sander is the former President of Bombardier Transportation Americas, the former Global Chief Executive of AECOM Transportation, and the former Senior Independent Director of the Board of National Express. Sander has served as a senior advisor to several of the leading global corporations in the transportation industry.

Sander is a graduate of the School of Foreign Service at Georgetown University and is a former Adjunct Associate Professor at the Robert F Wagner Graduate School of Public Service at New York University. Sander is married to Dr Yanping Sun and has two children, Bria and Ethan. He is an active instrument rated pilot and lives in Guilford Connecticut.

Metra
Purchase Receipt
Not valid for Travel

x Day Pass $13.50

Total paid: $13.50

Trans: 19227
Serial: HYpp16PQAACp
Purchased: Apr 09 2026 08:04 AM
Paystation:
METRA01-DT-7562

AMOUNT $13.50
Card#: **********5004
Auth. #: 877339

APPROVED

DAY PASS
1 - 4
04/09/26 08:04 AM
Expires
Apr 10, 26
03:00 AM
Non Refundable

HYpp16P2AACq

Plus $2.00 (cash) Geneva Parking Lot "Metra"

cpierog CMAP Meeting

POLOMBIA

POLOMBIA
500 W MADISON ST
CHICAGO, IL 60661
(832) 202-4574
Apr 9, 2026 at 12:18 PM
Order #1008

Dine In
Phillipe

Emparogi (5)	13.00
Polish Mineral Water	3.00

Subtotal	16.00
Tax	1.73
Total (Non-Cash)	18.61

AMEX ...5004	18.61
Total Tender	18.61
Change	0.00

Receipt Code: 0011418532454

Thank you for visiting!
Come back soon!

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-256

AUTHORIZING GRAND VICTORIA RIVERBOAT FUNDING FOR INTERNAL PROJECTS FOR FY2027

WHEREAS, under an agreement between Kane County and the Grand Victoria Casino Elgin, the county receives an annual contribution from the casino to support a variety of educational, environmental, and economic development activities; and

WHEREAS, various Kane County offices and departments have important and relevant projects/programs that meet the requirements of the Grand Victoria Riverboat Fund Program; and

WHEREAS, the Kane County Board's Riverboat Committee has solicited and reviewed applications from county offices/departments, and reviewed the status of prior-year funding provided to county offices/departments and found some to have unexpended and unobligated fund balances; and

WHEREAS, the Riverboat Committee has issued recommendations for the use of prior-year funding amounts during Fiscal Year 2027, and the allocation of additional funding amounts for Fiscal Year 2027.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following funding amounts, which were awarded in previous fiscal years, are authorized for use during Fiscal Year 2027.

Amount	Fund	Office/Dept.	Project/Program	Source
$ 50,621	221	State's Attorney	Drug Prosecution	Fund 221 Fund Balance
$171,216	222	State's Attorney	Victim Coordinator Services	Fund 222 Fund Balance
$123,109	223	State's Attorney	Domestic Violence	Fund 223 Fund Balance
$ 37,031	230	State's Attorney	Child Advocacy Center	Fund 230 Fund Balance
$ 25,000	400	Development	Economic Development	Fund 400 Fund Balance
$235,423	405.715	Water Resources	Cost Share Drainage	Fund 405 Fund Balance

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following funding amounts are awarded for Fiscal Year 2027.

Amount	Fund	Office/Dept.	Project/Program	Source
$ 132,000	001	County Board	Govern. Relations & Lobbyist Srvs.	120.010.020.99001
$ 150,000	001	County Board	Strategic Plan	120.010.020.99001
$ 104,151	040	Finance	Grant Management	120.010.020.99040
$ 50,000	120	Human Resources	Tuition Reimbursement	120.010.020.45120
$ 112,423	221	State's Attorney	Drug Prosecution	120.010020.99221
$ 42,483	223	State's Attorney	Domestic Violence	120.010.020.99223
$1,056,057	230	State's Attorney	Child Advocacy Center	120.010.020.99230
$ 35,000	290	Animal Control	Animal CPR	120.010.020.99290

$ 213,229	351	Health	Kane Kares	120.010.020.99351
$ 306,500	390	Information Tech.	Web Technical Services	120.010.020.99390
$ 550,375	400	Development	Economic Development	120.010.020.99400
$ 65,000	405	Water Resources	Cost Share Drainage	120.010.020.99405
$ 86,716	405	Water Resources	Stormwater Mgmt.	120.010.020.99405
$ 700,000	430	County Board	Farmland Preservation	120.010.020.99430
$ 42,024	510	Emerg. Mgmt. Srvs.	Resilience Program	120.010.020.99510
$ 170,000	650	Environmental Mgmt.	Recycling Program	120.010.020.99650
$ 31,000	NA	Regional Office of Education	Youth Outreach & Attendance Intervention	

Passed by the Kane County Board on May 12, 2026.

_____ _____

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Grand Victoria Riverboat Funding for Internal Projects for FY2027

Committee Flow:
Executive Committee, County Board

Contact:
Chris Dall, 331.312.9231

Budget Information:

Was this item budgeted? Pending	Appropriation Amount: $3,896,958
If not budgeted, explain funding source: Grand Victoria Casino Elgin	
Was this item passed through the appropriate committee? Yes	

Summary:

The attached resolution authorizes the use of Grand Victoria Riverboat funds for various projects/programs sponsored by internal county offices/departments in Fiscal Year 2027. The authorization includes $642,400 awarded to offices/departments in previous fiscal years but not expended, and $3,896,958 in new awards for Fiscal Year 2027. Applications for each project/program named in the resolution were reviewed and recommended by the County Board's Riverboat Committee.

Grand Victoria Riverboat Fund 2027 Internal Applications and Fund Balances

Fund	Office/Dept.	Project/Program	Projected Unobligated Riverboat Fund Balance as of 11/30/26	FY2027 Applicant Budget Request					FY2027 Committee Recommendation 04/20/2026					% of Total Requested
				Requested Use of Cash on Hand as Budgeted		New Riverboat Funds Requested as Budgeted		Total Requested for FY2027	Recommended Use of Cash on Hand		Recommended New Riverboat Funds		Total Recommendation for FY2027	
010	County Board	Government Relations & Lobbying Services	$0.00	$0.00	+	$132,000.00	=	**$132,000.00**	$0.00	+	$132,000.00	=	$132,000.00	100%
010	County Board	Public Information Officer	$0.00	$0.00	+	$50,000.00	=	**$50,000.00**	$0.00	+	$0.00	=	$0.00	0%
010	County Board	Strategic Plan	$0.00	$0.00	+	$150,000.00	=	**$150,000.00**	$0.00	+	$150,000.00	=	$150,000.00	100%
040	Finance	Grant Management	$0.00	$0.00	+	$104,151.06	=	**$104,151.06**	$0.00	+	$104,151.00	=	$104,151.00	100%
120	Human Resources	Tuition Reimbursement	$0.00	$0.00	+	$50,000.00	=	**$50,000.00**	$0.00	+	$50,000.00	=	$50,000.00	100%
221	State's Attorney	Drug Prosecution	$50,621.00	$0.00	+	$163,044.00	=	**$163,044.00**	$50,621.00	+	$112,423.00	=	$163,044.00	100%
222	State's Attorney	Victim Coordinator Services	$185,263.00	$0.00	+	$171,216.00	=	**$171,216.00**	$171,216.00	+	$0.00	=	$171,216.00	100%
223	State's Attorney	Domestic Violence	$123,109.00	$0.00	+	$165,592.00	=	**$165,592.00**	$123,109.00	+	$42,483.00	=	$165,592.00	100%
230	State's Attorney	Child Advocacy Center	$37,031.00	$0.00	+	$1,093,088.00	=	**$1,093,088.00**	$37,031.00	+	$1,056,057.00	=	$1,093,088.00	100%
290	Animal Control	Animal CPR	$0.00	$0.00	+	$35,000.00	=	**$35,000.00**	$0.00	+	$35,000.00	=	$35,000.00	100%
351	Health	Kane Kares	$0.00	$0.00	+	$213,229.00	=	**$213,229.00**	$0.00	+	$213,229.00	=	$213,229.00	100%
390	Information Tech.	Web Technical Services	$0.00	$0.00	+	$306,500.00	=	**$306,500.00**	$0.00	+	$306,500.00	=	$306,500.00	100%
400	Development	Economic Development	$25,000.00	$0.00	+	$580,375.00	=	**$580,375.00**	$25,000.00	+	$550,375.00	=	$575,375.00	99%
405.715	Water Resources	Cost Share Drainage	$235,423.00	$235,423.00	+	$65,000.00	=	**$300,423.00**	$235,423.00	+	$65,000.00	=	$300,423.00	100%
405.732	Water Resources	Stormwater Mgmt. - NPDES & Gages	$0.00	$0.00	+	$86,716.00	=	**$86,716.00**	$0.00	+	$86,716.00	=	$86,716.00	100%
430	County Board	Farmland Preservation Program	$0.00	$0.00	+	$750,000.00	=	**$750,000.00**	$0.00	+	$700,000.00	=	$700,000.00	93%
510	Emergency Management Services	Resilience Program	$0.00	$0.00	+	$42,024.00	=	**$42,024.00**	$0.00	+	$42,024.00	=	$42,024.00	100%
650	Environmental Management	Recycling Program	$0.00	$0.00	+	$170,100.00	=	**$170,100.00**	$0.00	+	$170,000.00	=	$170,000.00	99.9%
NA	Regional Office of Education	Youth Outreach and Attendance Intervention	$0.00	$0.00	+	$31,000.00	=	**$31,000.00**	$0.00	+	$31,000.00	=	$31,000.00	100%
Totals			**$656,447.00**	**$235,423.00**	**+**	**$4,359,035.06**	**=**	$4,563,458.06	**$642,400.00**	**+**	**$3,846,958.00**	**=**	**$4,489,358.00**	

Amount Available for Funding (Riverboat Proceeds)	$	4,910,026		$	4,910,026	
Amount of new funds requested	$	(4,359,035)	89%	$	(3,846,958)	78%
Amount still available for Externals or Fund Balance Enhancement	$	550,991	11%	$	1,063,068	22%

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ORDINANCE NO. 26-257

AMENDING SECTION 2-196(A) OF THE KANE COUNTY CODE (DEPOSITORIES FOR FUNDS OF COUNTY TREASURER/COLLECTOR)

WHEREAS, by Ordinance No. 25-105, the Kane County Board last amended section 2-196(A) of the Kane County Code; and

WHEREAS, Christopher, J. Lauzen, Treasurer and ex-officio Collector of the County of Kane, State of Illinois, pursuant to Statutory authority, has requested this County Board to designate a bank, banks, or other depository in which the funds or monies in his custody as County Treasurer and ex-officio Collector of this County may be deposited; and

WHEREAS, except as otherwise provided in this Ordinance, the Kane County Treasurer requests no other changes to section 2-196(A) of the Kane County Code at this time.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that section 2-196(A) of the Kane County Code, last amended by Ordinance No. 25-105, shall be amended as follows:

1. All references to “Kane County Teachers Credit Union” in section 2-196(A) of the Kane County Code shall be changed to “Consumers Credit Union.”

2. “CIBC Bank” shall be removed as a depository under the heading for “GENEVA TOWNSHIP” and the heading for “ST. CHARLES TOWNSHIP” and added as a depository under the heading for “OTHER” in section 2-196(A) of the Kane County Code.

3. All other provisions of section 2-496(A) of the Kane County Code unaffected by this Ordinance shall remain unchanged and in full force and effect.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Section 2-196(A) of the Kane County Code (Depositories for Funds of County Treasurer/Collector)

Committee Flow:
Executive Committee, County Board

Contact:
Christopher J. Lauzen, 630.232.3401

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

Annual update of Financial Institutions acting as depositories for funds of the County Treasurer/ Collector.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ORDINANCE NO. 26-258

AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE VI (PURCHASING) OF THE KANE COUNTY CODE TO ESTABLISH PROCEDURES FOR DISPOSITION OF COUNTY-OWNED SURPLUS REAL PROPERTY

WHEREAS, pursuant to section 5-1004 of the Counties Code (55 ILCS 5/5-1004), the Kane County Board shall exercise the powers of the County of Kane as a body corporate or politic; and

WHEREAS, section 5-1005(1) of the Counties Code (55 ILCS 5/5-1005(1)) authorizes the County of Kane to purchase and hold real and personal estate necessary for the uses of the county; and

WHEREAS, section 5-1005(2) of the Counties Code (55 ILCS 5/5-1005(2)) authorizes the County of Kane to sell and convey or lease any real or personal estate owned by the county; and

WHEREAS, section 5-1005(3) of the Counties Code (55 ILCS 5/5-1005(3)) authorizes the County of Kane to make all contracts and do all other acts relating to the property and concerns of the county necessary to the exercise of its corporate powers; and

WHEREAS, the Kane County Board desires to amend the Kane County Code to establish procedures for the disposition of surplus County-owned real estate; and

WHEREAS, except as otherwise provided in this Ordinance, all other provisions in Chapter 2, Article VI of the Kane County Code shall remain unchanged and in full force and effect.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that Chapter 2 (Administration), Article VI (Purchasing), Division 1 (General Provisions), Section 2-207(C) (Definitions) shall be amended as follows (underline indicates insertion of text; strike through indicates deletion):

FAIR MARKET VALUE: The price a willing, well-informed buyer would pay, and a willing, well-informed seller would accept, for the real property, as determined by a qualified appraiser, licensed by the State of Illinois.

SURPLUS PERSONAL PROPERTY: Any tangible county owned personal property no longer having any use to the county. Surplus property includes obsolete supplies, scrap materials, vehicles, equipment and nonexpendable supplies that have completed their useful life cycle.

SURPLUS REAL PROPERTY: Any real property owned by the County that, in the opinion of the Kane County Board, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the County to continue to own and maintain.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Kane County Board that Article VI (Purchasing), Division 2 (Procurement Organization), Section 2-208(B)(5) (Official) shall be amended as follows (underline indicates insertion of text; strike through indicates deletion):

B. In accordance with this article and subject to the direction of the Kane County ~~board~~ Board, the finance committee, and the director of finance, the director of purchasing shall:

* * *

5. Sell, trade, transfer, or otherwise dispose of ~~surplus county property~~ County Surplus Personal Property.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Kane County Board that Chapter 2 (Administration), Article VI (Purchasing), of the Kane County Code shall be amended to add a new Division, titled “Disposition Procedures for County-Owned Surplus Real Property” which shall read as follows:

Section 1. Policy and Purpose. It is the policy of the County to identify and develop a procedure to dispose of County-owned real property that, in the opinion of the Kane County Board, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the County to continue to own and maintain. The disposition process shall be conducted transparently to serve a public purpose consistent with Illinois law and to achieve the maximum possible benefit to the County.

Section 2. Declaration of Surplus Real Property.

A. Identification. Any department head or elected official may identify County-owned real property and report such real property to the Administration Committee for further evaluation as to whether it constitutes Surplus Real Property. In the event of an unsolicited interest in the purchase of County-owned real property, the Chair of the Administration Committee shall be notified of such interest within thirty (30) days.

B. Property Assessment. Upon notice of County-owned real property that may be declared to be Surplus Real Property, the Administration Committee or its designee shall prepare a property assessment, which shall include:

1. A description of the real property, including the property’s address, size, zoning, improvements, acquisition date, source of any funds used to acquire the property, and the property’s historical and current use.

2. An analysis of potential alternative uses, including whether any other County departments or offices have a need or planned use for the real property, and the potential public benefits and financial impacts of a future sale or disposition.

3. An analysis of potential terms of sale and due diligence factors that may be a part of a future sale or disposition.

C. Resolution to Declare Surplus Real Property. Upon completion of the property assessment process, the Administration Committee may direct a County department head to propose a resolution to declare specific County-owned real property as Surplus Real Property, establish terms for a potential sale, and authorize a method of disposition, subject to the following procedure:

1. Prior to approving a resolution to declare County-owned real property as Surplus Real Property, the Kane County Board shall hold a public hearing to consider the declaration, the terms for a potential sale, and a method of disposition. The public hearing shall be conducted in accordance with the Open Meetings Act with notice published as required by Illinois law.

2. Following the public hearing, the Kane County Board may pass a resolution to declare specific County-owned real property as Surplus Real Property, establish terms for the sale, and authorize a method of disposition.

Section 3. Disposition of Surplus Real Property.

A. Methods of Disposition. The County may dispose of Surplus Real Property using one of the following methods:

1. Sealed Bids: The County may solicit sealed bids from the public, in a manner consistent with this Article.

2. Negotiated Sale: The County may engage a licensed real estate agency, pursuant to this Article, to list the Surplus Real Property.

B. Conditions of Sale. The Kane County Board may accept a contract proposal to purchase Surplus Real Property that it determines to be in the best interest of the County by a vote of two-thirds (2/3) of the Kane County Board members present. All sales shall be subject to the following conditions:

1. The County shall not provide any warranties, express or implied as it relates to title of the Surplus Real Property. Title to real property shall be conveyed by Quitclaim Deed.

2. All costs associated with the transfer of Surplus Real Property, including surveys, title insurance, and recording fees, shall be the responsibility of the purchaser.

3. The completion of an appraisal to determine the Fair Market Value of the Surplus Real Property. An appraisal may only be obtained upon direction by the Administration Committee or the County Board. In no event shall Surplus Real Property be sold at a price less than eighty percent (80%) of the appraised value.

C. Proceeds. All funds realized from the sale of Surplus Real Property shall be deposited into the County treasury in the general fund, unless otherwise specified by law.

D. Notwithstanding any provision of this section, the Kane County Board may authorize a sale of County-owned property in accordance with the Local Government Property Transfer Act (50 ILCS 605).

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Chapter 2 (Administration), Article VI (Purchasing) of the Kane County Code to Establish Procedures for Disposition of County-Owned Surplus Real Property

Committee Flow:
Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? NA	Appropriation Amount: $NA
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? NA	

Summary:

This ordinance amends Chapter 2 of the Kane County Code to establish a formal, transparent process for identifying, declaring, and disposing of surplus County-owned real property in accordance with Illinois law. It defines key terms, clarifies the authority of County officials, and creates a structured procedure requiring property assessment, public hearing, and County Board approval prior to disposition. The ordinance authorizes disposal through sealed bids or negotiated sale, requires appraisal to ensure fair market value (with a minimum sale threshold of 80% of appraised value), and sets conditions for sale, including conveyance by quitclaim deed and purchaser responsibility for associated costs. Overall, the amendment ensures accountability, maximizes financial return, and aligns property disposition practices with the County's best interests and statutory requirements.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-259

REVISION TO THE KANE COUNTY FINANCIAL POLICIES REGARDING MASS TRANSIT SALES TAX ALLOCATION

WHEREAS, Resolution 25-259 revised the allocation of RTA Sales Tax (Mass Transit Sales Tax) revenue with an increase in the allocation to the General Fund - General Account #001 to 35% and a reduction to the Mass Transit Sales Tax/ Transportation and Transit Fund #305 to 50% for Fiscal Year 2026 only; and

WHEREAS, the Kane County Board desires to continue to maintain this same allocation for fiscal years beginning December 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that effective December 1, 2026 Section 12 Mass Transit Sales Tax of the Kane County Financial Policies paragraph 3. and 4. are as follows:

3. It shall be the intent of the Kane County Board to allocate 35% of the RTA Sales Tax revenue to the General Fund to be used to fund operating costs of Public Safety.

4. It shall be the intent of the Kane County Board to establish, and there are hereby established, the following new restricted funds to receive the proceeds of the Mass Transit Sales Tax:

a. The Mass Transit Sales Tax/ Public Safety Fund - to be used for capital projects relating to the promotion of public safety - 9% of revenues

b. The Mass Transit Sales Tax/Judicial Technology Fund- to be used for capital projects relating to technology improvements for the judicial system - 6% of revenues.

c. The Mass Transit Sales Tax/ Transportation and Transit Fund - to be used for transportation and transit capital projects designed to reduce congestion or improve mobility within the County, which projects may include support for local innovation, coordination and enhancement activities as hereinafter provided - 50% of revenues.

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Revision to the Kane County Financial Policies Regarding Mass Transit Sales Tax Allocation

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen T. Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Resolution 25-259 revised the allocation of RTA Sales Tax (Mass Transit Sales Tax) revenue with an increase in the allocation to the General Fund - General Account #001 to 35% and a reduction to the Mass Transit Sales Tax/ Transportation and Transit Fund #305 to 50% for Fiscal Year 2026 only. This resolution will maintain the allocation approved by Resolution 25-259 for all fiscal years beginning December 1, 2026. The allocation is reflected in the Kane County Financial Policies, section Mass Transit Sales Tax paragraphs 3 and 4 as follows:

- Fund #305 - Transportation Sales Tax Fund – 50%
- Fund #001 - General Fund – General Account – 35%
- Fund #125 - Public Safety Sales Tax Fund – 9%
- Fund #127 - Judicial Technology Sales Tax Fund – 6%

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-260

APPROVING THE SITE AND LOCATION OF DECLARATION SQUARE AND THE PLACEMENT OF A HISTORICAL MARKER AND LIBERTY TREE TO HONOR REVOLUTIONARY WAR PATRIOTS BURIED IN KANE COUNTY

WHEREAS, the Elias Kent Kane Chapter of the National Society Daughters of the American Revolution (NSDAR) seeks to recognize and honor the Revolutionary War patriots who later settled in Kane County and whose graves remain within its borders, to celebrate the 250th birthday of the United States of America in 2026. This includes:

- William Bennett (1758-1846), Private from Pennsylvania, buried in God's Little Acre, Campton Hills;
- John Finley (1760-1846), Private from New Hampshire, died in St. Charles (exact burial location unknown);
- John Gowdy (1759-1854), Private from Connecticut, buried in East Batavia Cemetery, Batavia;
- Abner Powers (1760-1825), Corporal from Massachusetts, buried in Lily Lake Cemetery, Lily Lake;
- Frederick Vaughn (1766-1845), Private from Connecticut, buried in Spring Lake Cemetery, Aurora; and

WHEREAS, the Elias Kent Kane Chapter, NSDAR, proposes the planting of a Liberty Tree, a historic symbol of freedom and unity during the Revolutionary era, alongside a historical marker to provide a visible and lasting tribute to the values of liberty, independence, and civic duty; and

WHEREAS, the proposed site for the marker and Liberty Tree is the historic Kane County Courthouse, located at 100 S. Third Street, Geneva, Illinois, providing public visibility and historical significance while complementing existing commemorative features on the courthouse grounds; and

WHEREAS, the historical marker is proposed to include the wording: "Revolutionary War Soldiers & Patriots of Kane County, Illinois" and will measure approximately 15"w x 19"h, while the Liberty Tree will be an American Elm, grown from seed since Spring 2025; and

WHEREAS, the Elias Kent Kane Chapter, NSDAR, will cover the cost of the marker and tree, and Kane County is respectfully asked to provide site preparation and cement work necessary for the installation; and

WHEREAS, the Elias Kent Kane Chapter, NSDAR, believes this initiative will provide educational value, foster community engagement, and honor the legacy of Kane County's earliest patriots.

WHEREAS, Kane County Board Resolution 25-452 resolved that:

1. The Kane County Board approves the placement of a historical marker and Liberty Tree at the historic Kane County Courthouse in Geneva, Illinois, to honor Revolutionary War patriots associated with Kane County.
2. Kane County shall provide the necessary site preparation and cement work for the installation of the Liberty Tree and marker.
3. The placement of the marker and tree shall be coordinated with County staff to ensure proper installation, maintenance, and public accessibility; and

WHEREAS, Wight and Company of Darien, Illinois, an architectural and engineering firm, has donated the services to develop a concept plan for the planting of the tree in the area described as the “Declaration Square” at the prescribed location.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of the site and location of Declaration Square, which shall consist of the Liberty Tree and the placement of the historical marker, in the east parking lot median of the Kane County Courthouse in Geneva, Illinois, as referenced in the Wight and Company concept plan

Passed by the Kane County Board on May 12, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Site and Location of Declaration Square and the Placement of a Historical Marker and Liberty Tree to Honor Revolutionary War Patriots Buried in Kane County

Committee Flow:
County Board

Contact:
Corinne M. Pierog, 630-232-5930

Budget Information:

Was this item budgeted? NA	Appropriation Amount: $NA
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? NA	

Summary:

This resolution approves of the site and location of Declaration Square, which shall consist of the Liberty Tree and the placement of the historical marker, in the east parking lot median of the Kane County Courthouse in Geneva, Illinois, as referenced in the Wight and Company concept plan.